

for the use of water or for the availability of water from the distribution system now in use. It is provided, however, that the Port reserves the right to bring about the installation of city mains and refer the Tenant direct to the City of Portland for procurement of water at any time such City service becomes available and to then discontinue the present method of distribution.

5. Sewers and Drains: It is recognized and agreed that at the inception of this agreement the premises are connected to a system of sewers and drains now existing upon Swan Island; that the Port will mechanically maintain the same until such time as a more adequate and different system of sewers and drains may be installed, either by the City of Portland in the exercise of its public functions, or by other means, but it is specifically agreed that the Port shall not be obligated to maintain any sewers or drains in violation of the laws governing in the matter.

6. Ingress and Egress: It is recognized and agreed that, at the inception of this agreement, ingress and egress to premises on Swan Island is gained by utilization of paved areas upon the land connecting with N. Going St. The Port agrees that the Tenant, in common with others to whom the Port shall grant similar rights, shall have the right of ingress and egress over such paved areas, excluding areas which are assigned to the exclusive use of other Tenants; and that the Port will keep open and permit the Tenant the right of ingress and egress between the leased premises and N. Going Street, except that, if the Port shall dedicate streets or roads upon Swan Island, ingress and egress shall be limited to the use of such dedicated roads or streets and that in no event will the Port deprive the Tenant of the right of ingress and egress between the leased premises and such dedicated roads or streets.

7. Laws and Codes and Untenantability: It is agreed that the Tenant has heretofore occupied the structure on the leased premises, pursuant to a sublease obtained by the Tenant from the United States when the United States was the prime lessee of Swan Island; that the Tenant is familiar with the premises, the type and kind of structure and the condition thereof, and in entering upon tenancy under this agreement accepts the premises as the same now exist. The Port makes no warranties in respect to the construction or the equipment conforming with the requirements of applicable laws and codes.

In the event the Tenant's use and occupancy of the premises shall be restricted or interfered with, or it shall be required by competent authority that alterations be made to the premises to conform with laws and codes, the Tenant shall forthwith, at Tenant's own cost and expense, and upon receiving written consent from the Port therefor, make such changes as shall be necessary to fulfill the requirements, except that it shall be optional with the Tenant to elect to not make such required changes and to give written notice to the Port to that effect, and, upon receipt of such notice the Port may elect to itself make such changes. If the Port does not agree within 15 days to effect such changes, the Tenant may surrender the premises and forthwith terminate this lease.

It is further agreed that, if the premises shall become untenable for the uses and purposes for which the Tenant has negotiated for the right of occupancy, to-wit: the manufacture of electric controls, by reason of Tenant's inability to secure sewer connections, potable water service, or electric power service, by reason of existing facilities being or becoming inadequate or unusable through governmental rulings the Tenant may elect to surrender the premises and may cancel this lease agreement upon giving notice thereof to the Port and surrendering the premises.



8. Maintenance of Buildings: The Port agrees that it will maintain the existing roof and the existing outside walls of the building in such condition as will prevent leaks through the roof or existing side walls under ordinary rain and storm conditions, to the extent that it will repair same when evidence of leakage is apparent. It, however, shall be within the discretion of the Port to determine from time to time the extent of repair necessary and this provision is not to be construed as warranting the complete renewal of roofs or wall sheathing.

9. Destruction or Damage of Premises: If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage the Tenant shall have the right to terminate this lease forthwith.

10. Liability on Leased Premises: The Tenant agrees to hold the Port (including its officers, agents, and employees) harmless from and against any and all liability, or claim of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whatsoever, or any damage or loss to property of any person or persons whatsoever, howsoever caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the site by the tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any

damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.

11. Default - Insolvency: If the Tenant fails to pay promptly when due the aforesaid rentals or fails to perform or comply with any of the provisions herein contained by it to be performed, and such default shall continue ten (10) days after the Port shall have made written demand for performance, or in the event of any assignment of Tenant's property for the benefit of creditors, filing of bankruptcy petition, or appointment of a receiver for Tenant's property, then the Port may immediately or at any time thereafter while such default shall continue re-enter said leased premises or any part thereof and expel Tenant and those claiming by or under Tenant and remove its effects, forcibly if necessary, without being guilty of trespass and without prejudice to any remedy otherwise applicable for arrears of rent or breach of agreement and upon such re-entry this lease shall terminate.

Assignment Restricted: The Tenant shall have no right to make any voluntary assignment of this lease, or to sublet the premises except when, in any specific instance, the Port has given consent, in writing, for such action.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their respective duly authorized officers this 4th day of December 1951.

THE PORT OF PORTLAND

By

W. H. Williams  
President

Attest:

By

J. P. Doyle  
Ass't Secretary

Approved:

By

John F. Winn  
General Manager

ELECTRIC CONTROLS, INC.

By

C. E. Armstrong  
President

Attest:

By

James C. Deane  
Secretary



THE PORT OF PORTLAND  
Swan Island Operations

## JOINT CONDITION SURVEY

November 19, 1951

ELECTRIC CONTROLS, INC.  
Building # 31-A  
Swan Island  
Portland, 18, Oregon

\* = Installed by E.C. Inc. at expense of  
E.C. Inc. to make place usable for  
our needs.

Building # 31-A

NO.	ITEM	CONDITION	LOCATION
<i>Put in by E.C. Inc. *</i> 4	Basins, wash, w/2 taps each, porcelain, (installed by Electric Controls, Inc.)	Good	Toilets ✓
<i>In fact *</i> 3	sets Bins, wood, w/various compartments & cupboards	Good	Store room ✓
4	Closets, china, w/ flush valves & seats	Good	Toilets ✓
1	Door, w/2 lites (no knobs or latch), outside	Good	North side bldg.
1	Door, outside, w/2 lites, w/knobs & night latch	Good	North side bldg.
1	Door, outside, w/2 lites ( no knobs or night latch)	Good	North side bldg.
1	Door, outside, w/2 lites & knobs	Good	North side
1	Door, overhead garage type, w/1 lite & handle, outside	Good	North side
1	Door, w/2 lites, w/knobs & night latch, outside	Good	North side
1	Door, w/2 lites, w/knobs & hasp, outside	Good	North side
1	Door, w/2 lites & 1 hasp (no knobs or night latch), outside	Good	South side bldg.
2	Doors, w/1 lite each (knobs & hasp on 1 door only), outside	Good	South side bldg.

Page 1

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PSY100001357

NO.	ITEM	CONDITION	LOCATION
1	Door, w/2 lites, w/knobs (no night latch), outside	Good	South side bldg.
<i>Adm. 6</i> <i>Locks</i> *1	Door, w/2 lites, w/knobs, outside	Good	South side
*3	Doors, inside, w/lites & knobs	Good	Reception office
*1	Door, inside, plywood panel, w/knobs	Good	Reception office
*1	Door, inside, w/1 lite, w/knobs & night latch	Good	Stairway door
*1	Door, inside, plywood panel, w/knobs	Good	Between engineers rm. & back work rm.
*1	Door, inside, plywood panel, w/knobs	Good	Women's toilet
4	Doors, toilet booth, plywood panel	Good	Toilets
*1	Door, inside, plywood panel, w/knobs	Good	Men's toilet
*1	Door, inside, plywood panel, w/knobs	Good	Store room
*1	Door, inside, plywood panel, w/knobs	Good	Stairway door
2	Doors, plywood panel, w/2 lites each (1 door only w/knobs)	Good	Doors from stairways to roof
<i>Property of</i> <i>E.C. Inc.</i> *2	Dispensers, towel, metal	Good	Toilets ✓
1	Extinguisher, fire, stirrup pump, #E140-1413	Fair	Men's toilet ✓
1	Extinguisher, fire, stirrup pump, #E140-1491	Fair	Upstairs work room ✓
2	Extinguishers, fire, stirrup pump (No numbers)	Fair	Upstairs work room ✓
--	Floors (concrete first floor; wood second floor)	Good	-----
7	Globes, glass, cover, opaque (for ceiling lights), not in use, loose	Good	Top of east stairway to roof.
<i>Installed by E.C. Inc.</i> *1	Heater, Wesix, 3000 Watt, #H020-280	Good	Reception rm. ✓
*1	Heater, Wesix, 3000 Watt, #H020-313	Good	Reception rm. ✓
*1	Heater, Wesix, 3000 Watt (No number)	Good	Engineer's rm. ✓

NO.	ITEM	CONDITION	LOCATION
<i>Installed by E-C. Inc. #1</i>	Heater, Wesix, 4000 Watt (No number)	Good	Manager's office ✓
" " *1	Heater, Wesix, hot water, #H030-117	Good	Women's toilet ✓
" " *1	Heater, Wesix, 2000 Watt, #H020-281, (No cover panel)	Good	Women's toilet ✓
4	Lights, ceiling, w/glass cover globes	Good	Reception rm.
2	Lights, ceiling, w/glass cover globes	Good	Engineer's rm.
<i>Put in by E-C. Inc. #1</i>	Lights, ceiling, w/glass cover globes	Good	Manager's office
✓ *1	Light, drop cord	Good	Store room
2	Lights, ceiling, w/glass cover globes	Good	Store room
2	Lights, ceiling, w/glass cover globes	Good	Work room, downstairs
<i>Put in by E-C. Inc. #1</i>	Light, drop cord	Good	Work room, downstairs
<i>8-foot in by E-C. Inc. #16</i>	Lights, ceiling (2 only w/cover globes)	Good	Upstairs work room
<i>Put in by E-C. Inc. #10</i>	Lights, drop cord	Good	Upstairs work room
1	Light, ceiling, w/glass cover globe	Good	Upstairs
1	Light, ceiling, w/reflector	Good	Stairway to roof; east side
1	Light, ceiling, w/reflector	Good	Stairway to roof; west side
3	Lights, ceiling, w/louvers	Good	Storage room
<i>Did not check this count</i> 64	Lites, window, outside	Good	North side
21	Lites, " "	Good	East side
69	Lites, " "	Good	South side
15	Lites, " "	Good	West side
<i>Put in by E-C. Inc. #1</i>	Receptacle, outlet, double plug, wall	Good	Reception rm.
" " *2	Receptacles, " " " "	Good	Engineer's rm.
" " *1	Receptacle, 4 plug, wall	Good	Manager's rm.
" " *2	Receptacles, outlet, double plug, wall	Good	Manager's rm.
" " *8	Receptacles, " " " "	Good	Work room
" " *3	Receptacles, " " " "	Good	Upstairs work room



	NO.	ITEM	CONDITION	LOCATION
<i>Put in by E-C. Inc.</i>	*3	Receptacles, outlet, double plug, floor	Good	Upstairs work room
	2	Sockets, Light	Good	Store room
	2	Sockets, Light	Good	Back store room
<i>Put in by E-C. Inc.</i>	*2	Sockets, Light	Good	Men's toilet
	1	Socket, Light	Good	Stairway
	1	Socket, Light, w/glass cover globe	Good	Stairway
	1	Switch, light, toggle	Good	Reception room
<i>Put in by E-C. Inc.</i>	*1	Switch, light, toggle	Good	Engineer's room
	*1	Switch, light, toggle	Good	Manager's office
	*1	Switch, Square "D", Cat. #97351	Good	Women's toilet
	1	Switch, Fouch panel board, w/20 switches, #54927	Good	Work room, downstairs
	1	Switch, distribution panel board, w/8 switches, #54929	Good	Work room, downstairs
	*1	Switch, Square "D", Cat. #97312 L	Good	Work room, downstairs
<i>Put in by E-C. Inc.</i>	1	Switch, light, toggle	Good	Work room, downstairs
	2	Switches, light, toggle	Good	Stairway to second floor
	2	Switches, light, toggle, double	Good	Upstairs work room
	1	Switch, light, toggle	Good	Head of stairs, second floor
	*2	Switches, light, toggle	Good	Upstairs, second floor

NO.	ITEM	CONDITION	LOCATION
2	Switches, light, toggle	Good	East stairway
3	Switches, light, toggle	Good	Storage room, first floor
--	Walls, outside, West side of bldg. (badly peeled), gyplap	Poor	West side
--	Walls, outside, North, East & South, gyplap	Fair	North, South & East sides
	Walls, inside, plywood & fibreboard	Good	----

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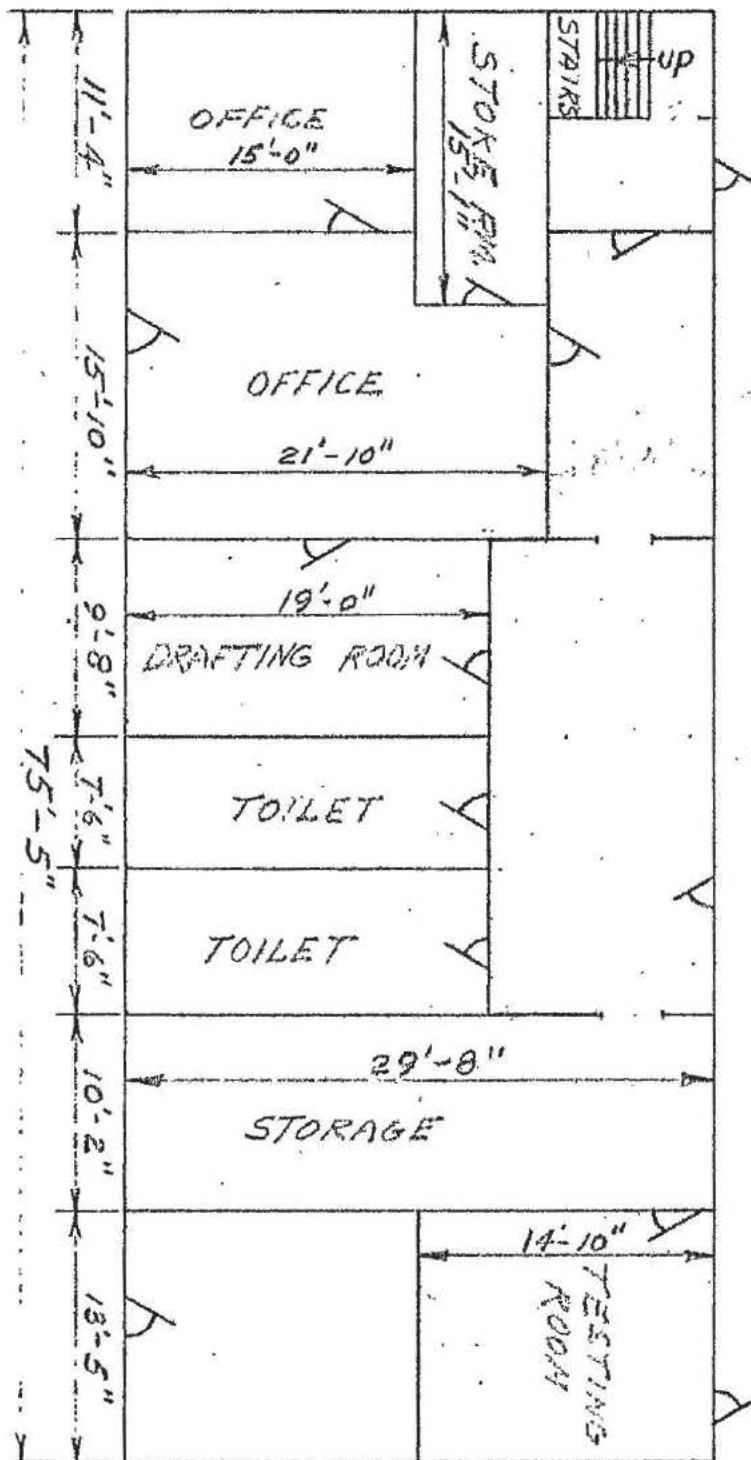
Acknowledgement is hereby made of the foregoing survey as listed on Pages  
Nos. 1 to 5, inclusive:

Signature

*James C. Deane*  
For Electric Controls, Inc.  
Building # 31-A  
Swan Island  
Portland, 18, Oregon

Signature

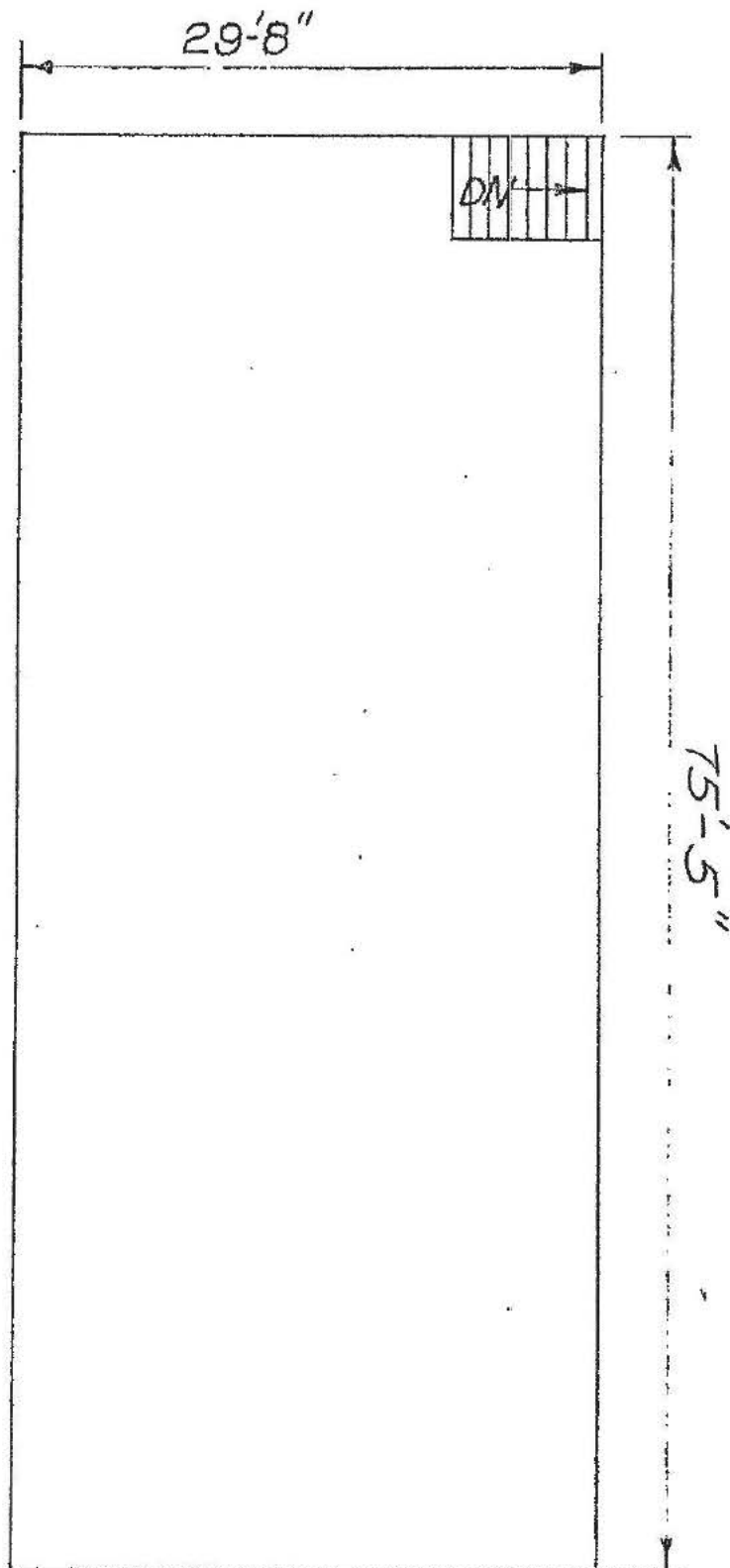
*R. W. Nelson*  
For The Port of Portland  
Swan Island  
Portland, 18, Oregon



LOWER FLOOR PLAN - BLDG #31-A  
 LVC SCALE: 1"=10'

31-A





SECOND FLOOR PLAN BLDG-31-A  
LVC

31-A-1

LEASE OF BAY NO. 1 AND OFFICE SPACE IN BUILDING NO. 4

This lease made this 1st day of July, 1958, between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as Lessor, and ELECTRO-MECHANICAL COMPANY, hereinafter referred to as Lessee, witnesseth:

I. Grant of Lease and Description of Property:

Lessor, in consideration of rents hereinafter reserved and of the agreements of Lessee herein to be kept, performed, and fulfilled, leases to Lessee the following portion of Building No. 4, as is, situated on Swan Island in the City of Portland, County of Multnomah, and State of Oregon; Bay No. 1 consisting of 24,995 square feet; and office space adjacent to Bay No. 1 consisting of 5,600 square feet, containing 30,575 square feet, more or less.

The Lessee is also granted the exclusive right to use the land adjacent to the northwesterly and southeasterly ends of said bay, extending to the outer line of the craneway supports, ~~subject to the conditions as hereinafter referred to in Articles VIII, Railroad Service and Trackage, XXI, Toilet Facilities, and XXII, Stairways to Cranes.~~ Said building areas and craneway extension areas are shown upon the plat hereto attached, which plat is hereby made a part of this agreement.

II. Equipment Leased:

The Lessor leases to Lessee as part of this agreement the following equipment: One (1) 15-ton traveling bridge crane in Bay No. 1.

Lessee has examined the above-mentioned equipment and accepts them in their present condition and without any representations on the part of the Lessor or its agents as to the present or future condition of said equipment. Lessee agrees that upon using said equipment he assumes all risk, costs,

expenses, maintenance, and damages which may arise as a result of such use, whether as a result of a latent defect or otherwise.

III. Term of Lease:

This lease shall be effective beginning July 1, 1958, and shall continue for a term ending June 30, 1961.

IV. Rent:

(a) Lessee shall pay to the Lessor rentals and charges for the portion of building and equipment above-mentioned as follows: For Bay No. 1 and Office Space -- 30,557 square feet @ 33¢ per square foot per year -- \$10,083.81 per year. TOTAL RENTAL PER YEAR -- \$10,083.81.

(b) \$840.32 shall be paid without demand, monthly, in advance on the first (1st) day of each and every calendar month during the term of this lease. Payments shall be made to the Lessor at its offices on Swan Island, Portland, Oregon, or at such other place in the State of Oregon as it may in writing designate.

(c) For water supplied and/or available, the Lessee shall pay, in addition to the monthly rental as stated above, a flat rate as billed or, at the option of the Lessor, a charge based upon meter readings at rates applicable upon Swan Island.

V. Taxes:

The Lessee shall, in addition to said rentals, pay all property taxes which are levied and become a lien upon the above-described premises, and/or the equipment hereby leased, during the term hereof, including such taxes for the full tax year current at any termination date. In paying taxes, the Lessee may elect to make payment of the total amount of the annual taxes direct to the Tax Collector for Multnomah County and gain the benefit of any discount that may be available by paying the full amount before the first delinquent date, or may pay to the Port the gross amount of taxes in quarterly installments



not less than five (5) days in advance of the delinquent date applying to the respective quarters under the laws of Oregon governing the payment of taxes and, provided further, that the Lessee shall notify the Lessor of Lessee's election as to method of payment on or before June 1, in respect to the fiscal year beginning on the next subsequent July 1. Upon termination of tenancy, all unpaid taxes shall be forthwith paid in full by the Lessee.

VI. Use of Leased Premises:

Lessee agrees that he will use and occupy the premises for the purpose of storage, steel fabrication, electrical repairs and offices, and for no other purpose.

VII. Utility Services:

The Lessee shall procure at Lessee's own expense and risk, electric utility service as may be required by or be available to the Lessee upon the premises and the Lessor makes no representations or guarantees to the Lessee respecting the availability of such services.

As of the beginning of this lease the Lessor is purchasing potable water from the City of Portland through a metered connection to a City main and the Lessee, as well as other tenants and co-tenants upon Swan Island, is being supplied with water by means of connections to an existing distribution system. The Lessor will continue to maintain the existing distribution system and distribute City water and will bill the Lessee therefor upon a fixed monthly charge, based upon indications of use; or the Lessor may, at its discretion, install meteres to determine water consumption, but in either event the Lessee shall pay to the Lessor the full and proper charge for the use of water, or for the availability of water, from this distribution system now in use. It is provided, however, that the Lessor reserves the right to bring about the installation of City mains and refer the Lessee direct to the City of Portland

for procurement of water at any time such City service becomes available and to then discontinue the present method of distribution.

VIII. Railroad Service and Trackage:

It is recognized by the parties hereto that at the inception of this agreement the Swan Island tract is being served by a common carrier railroad using existing trackage to the extent the said carrier deems the same to be usable.

The Lessor agrees that it will grant to such common carrier railroad a lease or easement to enable said carrier to serve the premises on Swan Island, but makes no representations or guarantee of the continuation of such service.

~~For the rentals herein stated the Lessee is granted the use of the existing trackage, so long as the same may be usable, adjacent to the northwesterly side of Building No. 4 in common with the Lessor, co-tenants, the rail carrier, and others on Swan Island.~~

As at the beginning of this lease, the Port is constructing a railroad spur which is to run inside Building No. 4 along the southeasterly side of the building (as shown on the attached plat). Upon completion of the railroad spur, Lessee is hereby granted the use of said track, so long as the same may be usable, in common with the Lessor, co-tenants, the rail carrier, and others on Swan Island.

IX. Assignment:

Lessee agrees he will not assign or sublease this lease without prior written approval of the Lessor.

X. Maintenance of Building:

The Lessor agrees that it will maintain the existing roof of Building No. 4 in such a condition as will prevent leaks through the roof under ordinary

rain and storm conditions, to the extent that it will repair same within a reasonable time after being notified by the Lessee that evidence of leakage is apparent. It, however, shall be within the discretion of the Lessor to determine from time to time the extent of repair necessary, and this provision is not to be construed as warranting the complete renewal of any portion of the structure.

XI. Repairs and Improvements:

Except as provided for in Section X hereto, Lessor shall not be required to make any repairs, alterations, additions, or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Lessee has examined the premises and accepts them in their present condition and without any representations on the part of the Lessor or its agents as to the present or future condition of said premises. Lessee agrees that he will make no alterations, additions, or improvements to or upon said premises without the written approval of the Lessor first being obtained and all additions and improvements made by the Lessee (except only movable office furniture and trade fixtures) shall become the property of the Lessor upon the termination of the lease.

XII. Laws, Codes, and Untenantability:

Lessor makes no warranties in respect to the construction or the equipment conforming with the requirements of applicable laws and codes. In the event the Lessee's use and occupancy of the premises shall be restricted or interfered with by action of a public authority or it shall be required by such authority that alterations be made to the premises to conform with laws and codes, the Lessee shall forthwith, at Lessee's own cost and expense, and upon receiving



written consent from the Lessor therefor, make such changes as shall be necessary to fulfill the requirements, except that it shall be optional with the Lessee to elect not to make such required changes and to give written notice to the Lessor to that effect, and upon receipt of such notice the Lessor may elect to itself make such required changes. If the Lessor does not agree within fifteen (15) days to effect such changes to conform with said requirements, the Lessee may forthwith terminate this lease and surrender the premises to the Lessor. Thereupon the Lessee shall be relieved of all of the obligations devolving upon the Lessee hereunder except as to the payment of any accrued rental or annual taxes which have not been paid.

It is further agreed that if the premises shall become unsuitable for the uses and purposes for which the Lessee has negotiated for the right of occupancy by reason of Lessee's inability to secure common carrier rail service, sewer connections, potable water service, or electric power service, by reason of existing facilities being or becoming inadequate or unusable through governmental rulings, the Lessee may elect to surrender the premises and may cancel this lease agreement upon giving notice thereof to the Lessor and surrendering the premises in the manner set forth in the preceding paragraph.

12 XIII. Destruction or Damage of Premises:

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage. In the event of partial damage which does not render

the premises untenable it shall be optional with the Lessor whether to repair same. If the Lessor elects not to repair such damage the Lessee shall have the right to terminate this lease forthwith.

13. XIV. Liability on Leased Premises:

Lessee agrees to hold the Lessor (including its officers, agents, and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Lessor on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss to property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Lessee, provided, however, that the Lessee shall not be required to hold the Lessor harmless from liability or claim of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Lessor, its officers, agents, or employees.

14. XV. Personal Property:

All personal property of any kind or description whatsoever in the demised premises shall be at the Lessee's sole risk, and the Lessor shall not be liable for any damage done to or loss of such personal property or damage or loss suffered by the business or occupation of the Lessee arising from any acts or neglect of co-tenants or other occupants of the building, or Lessor, or other employees of the Lessor, or of other persons, or from bursting, overflowing, or leaking of water, sewer, or steam pipes, or from the heating or plumbing fixtures, or from electric wires, or from gas, or odors, or caused in any other manner whatsoever except in the case of willful neglect on the part of the Lessor.

15 XVI. Damage to Premises:

Lessee is and shall be responsible and liable for any injury or damage done to the leased premises by Lessee, his employees, or any occupant of or other persons whom Lessee permits to be in or about the leased premises.

16 XVII. Lessor's Right of Entry:

It shall be lawful for the Lessor, its agents and representatives, at any reasonable time, to enter unto or upon said premises for the purpose of examining into the condition thereof of the premises, or the equipment therein, or for any other lawful purpose.

17 XVIII. Liens:

Lessee will not permit any lien of any kind, type, or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

18 XIX. Advertising Signs:

Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Lessor has given approval of such sign and manner of placement, in advance.

19 XX. Default -- Insolvency:

If Lessee fails to pay promptly when due the aforesaid rentals or fails to perform or comply with any of the provisions herein contained by it to be performed, and such default shall continue ten (10) days after the Lessor shall have made written demand for performance, or in the event of any assignment of Lessee's property for the benefit of creditors, filing of bankruptcy petition, or appointment of a receiver for Lessee's property, then the Lessor may immediately, or at any time thereafter while such default shall continue,

re-enter said leased premises or any part thereof and expel Lessee and those claiming by or under Lessee and remove its effects, forcibly if necessary, without being guilty of trespass and without prejudice to any remedy otherwise applicable for arrears of rent or breach of agreement and upon such re-entry this lease shall terminate.

20 XXI. Toilet Facilities:

Toilet facilities are located between Bays 1 and 2, 3 and 4, 7 and 8, and 9 and 10, at the northwesterly area outside of Building No. 4 and are to be used in common with other Lessees in the building.

20 XXII. Stairways to the Bridge Cranes:

The stairways leading to the cranes, located in the northeast corner of Bay No. 1 and in the southeast corner of Bay No. 11; are to be used in common with other tenants and co-tenants in Building No. 4.

21 XXIII. Termination of Lease:

On the last day of the term hereof, or upon any sooner termination hereof, Lessee will quit and deliver up said leased premises and all leased equipment, fixture erections or additions to or upon the same, broom-clean, to the Lessor, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire and the elements alone excepted, as the same are now in or hereafter may be put in by the Lessor or the Lessee.

22 XXIV. Attorney Fees and Court Costs:

In case suit or action is instituted to enforce compliance with any of the terms, covenants, or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Lessee agrees to pay, in addition to the costs and disbursements provided by statute, such



additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Lessee also agrees to pay and discharge all Lessor's costs and expenses, including Lessor's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

23 XXV. Waiver:

Any waiver by the Lessor of any breach of any covenant herein contained to be kept and performed by the Lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the Lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

24 XXVI. Notices:

All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Lessor at The Port of Portland, P. O. Box 4099, Portland <sup>97208</sup>, Oregon, and to the Lessee at ELECTRO-MECHANICAL COMPANY, 5935 North Lagoon Avenue, Portland, Oregon. Date of service of such notices shall be the date such notice is deposited in a post office of the United States Post Office Department.

25 XXVII. Holding Over:

In the event that the Lessee shall remain in the demised premises after the expiration or sooner termination of the term of this lease, such holding over shall not constitute a renewal or extension of this lease. The Lessor may, at its option, elect to treat the Lessee as one who has not removed



at the end of his term, and thereupon be entitled to all the remedies against the Lessee provided by law in that situation, or the Lessor may elect, at its option to construe such holding over as a tenancy from month to month, subject to the payment of all rent in advance, the monthly rate being proportional to the previous annual rent paid by Lessee.

26 XXVIII. Condemnation:

If the whole or any part of the premises hereby leased shall be condemned or taken by any County, Federal, State or other authority for any purpose, then the term of this lease shall cease on the part so taken from the day the possession of that part shall be required for any purpose and the rent shall be paid up to that day, and from that day the Lessee or Lessor shall have the right either to cancel this lease and declare the same null and void, or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the premises taken for such public purpose.

27 XXIX. Statutory Provisions:

In accordance with the provisions of O.R.S. 279.312 it is agreed that the Lessee shall make payment promptly as due to all persons supplying to such Lessee labor or material for the prosecution of the work provided for herein; pay all contributions or amounts due the State Industrial Accident Fund from such Lessee incurred in the performance of the contract herein; not permit any lien or claims to be filed or prosecuted against the Port on account of any labor or material furnished; and pay to the State Tax Commission all sums withheld from employees pursuant to O.R.S. 315.575 or 316.711 and 316.714.

Pursuant to O.R.S. 279.314 it is agreed that if the Lessee fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Lessee by any person in connection with this agreement as

such claim becomes due, the proper officer or officers representing the Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the Lessee. The payment of a claim in the manner authorized in this paragraph shall not relieve the Lessee or his surety from its obligation with respect to any unpaid claims.

Pursuant to O.R.S. 279.316 it is a condition of this agreement that no person shall be employed by Lessee for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturdays and on legal holidays.

Pursuant to O.R.S. 279.318 it is an express condition of this agreement that said agreement may be canceled at the election of the Port for any willful failure or refusal on the part of the Lessee to faithfully perform this agreement according to its terms.

Pursuant to O.R.S. 279.320 it is an express condition of this agreement that the Lessee shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Lessee, of all sums which the Lessee agrees to pay for such services and all monies and sums which the Lessee may or shall have deducted from the wages of his employees for such services pursuant to the terms of O.R.S. 655.010 to 655.160, and any contract entered into pursuant thereto, or collected or deducted from the wages of its employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

#128

1. The first step is to identify the problem. This involves understanding the situation, gathering information, and defining the problem clearly.

[illegible]
$$\frac{d}{dt} \left( \rho_0 + \rho_1 t + \rho_2 t^2 + \dots \right) = \rho_1 + 2\rho_2 t + \dots$$

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 second of these is the fact that the

1948 年 12 月 23 日 星期日 晴 12 月 23 日 星期日 晴

1.  $\frac{d}{dt} \left( \frac{1}{2} m v^2 \right) = \frac{d}{dt} \left( \frac{1}{2} m \dot{x}^2 \right) = m \dot{x} \ddot{x}$

$$+ \frac{2}{\pi} \int_0^{\infty} \frac{t^{2n-1}}{(t^2 + x^2)^{n+1}} dt = \frac{(-1)^{n-1}}{(n-1)!} \frac{d^{n-1}}{dx^{n-1}} \left( \frac{1}{x} \right)$$
[illegible][illegible]

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 05-03-2010 BY 60322 UCBAW

RECEIVED BY THE DIRECTOR

doi:10.1017/S0022278X19000097 Published online by Cambridge University Press

It is suggested that the following information be included in the report:

(1) Name of the person or persons who prepared the report.

(2) Date of the report.

(3) Title of the report.

(4) Summary of the findings.

(5) Recommendations.

(6) Signature of the person or persons who prepared the report.

(7) Name of the person or persons who reviewed the report.

(8) Date of the review.

(9) Title of the review.

(10) Summary of the findings of the review.

(11) Recommendations of the review.

(12) Signature of the person or persons who reviewed the report.

(13) Name of the person or persons who approved the report.

(14) Date of the approval.

(15) Title of the approval.

(16) Summary of the findings of the approval.

(17) Recommendations of the approval.

(18) Signature of the person or persons who approved the report.

(19) Name of the person or persons who submitted the report.

(20) Date of the submission.

(21) Title of the submission.

(22) Summary of the findings of the submission.

(23) Recommendations of the submission.

(24) Signature of the person or persons who submitted the report.

(25) Name of the person or persons who received the report.

(26) Date of the receipt.

(27) Title of the receipt.

(28) Summary of the findings of the receipt.

(29) Recommendations of the receipt.

(30) Signature of the person or persons who received the report.

(31) Name of the person or persons who distributed the report.

(32) Date of the distribution.

(33) Title of the distribution.

(34) Summary of the findings of the distribution.

(35) Recommendations of the distribution.

(36) Signature of the person or persons who distributed the report.

(37) Name of the person or persons who stored the report.

(38) Date of the storage.

(39) Title of the storage.

(40) Summary of the findings of the storage.

(41) Recommendations of the storage.

(42) Signature of the person or persons who stored the report.

(43) Name of the person or persons who retrieved the report.

(44) Date of the retrieval.

(45) Title of the retrieval.

(46) Summary of the findings of the retrieval.

(47) Recommendations of the retrieval.

(48) Signature of the person or persons who retrieved the report.

(49) Name of the person or persons who destroyed the report.

(50) Date of the destruction.

(51) Title of the destruction.

(52) Summary of the findings of the destruction.

(53) Recommendations of the destruction.

(54) Signature of the person or persons who destroyed the report.

(55) Name of the person or persons who archived the report.

(56) Date of the archiving.

(57) Title of the archiving.

(58) Summary of the findings of the archiving.

(59) Recommendations of the archiving.

(60) Signature of the person or persons who archived the report.

(61) Name of the person or persons who accessed the report.

(62) Date of the access.

(63) Title of the access.

(64) Summary of the findings of the access.

(65) Recommendations of the access.

(66) Signature of the person or persons who accessed the report.

(67) Name of the person or persons who modified the report.

(68) Date of the modification.

(69) Title of the modification.

(70) Summary of the findings of the modification.

(71) Recommendations of the modification.

(72) Signature of the person or persons who modified the report.

(73) Name of the person or persons who deleted the report.

(74) Date of the deletion.

(75) Title of the deletion.

(76) Summary of the findings of the deletion.

(77) Recommendations of the deletion.

(78) Signature of the person or persons who deleted the report.

(79) Name of the person or persons who restored the report.

(80) Date of the restoration.

(81) Title of the restoration.

(82) Summary of the findings of the restoration.

(83) Recommendations of the restoration.

(84) Signature of the person or persons who restored the report.

(85) Name of the person or persons who backed up the report.

(86) Date of the backup.

(87) Title of the backup.

(88) Summary of the findings of the backup.

(89) Recommendations of the backup.

(90) Signature of the person or persons who backed up the report.

(91) Name of the person or persons who recovered the report.

(92) Date of the recovery.

(93) Title of the recovery.

(94) Summary of the findings of the recovery.

(95) Recommendations of the recovery.

(96) Signature of the person or persons who recovered the report.

(97) Name of the person or persons who encrypted the report.

(98) Date of the encryption.

(99) Title of the encryption.

(100) Summary of the findings of the encryption.

(101) Recommendations of the encryption.

(102) Signature of the person or persons who encrypted the report.

(103) Name of the person or persons who decrypted the report.

(104) Date of the decryption.

(105) Title of the decryption.

(106) Summary of the findings of the decryption.

(107) Recommendations of the decryption.

(108) Signature of the person or persons who decrypted the report.

(109) Name of the person or persons who signed the report.

(110) Date of the signing.

(111) Title of the signing.

(112) Summary of the findings of the signing.

(113) Recommendations of the signing.

(114) Signature of the person or persons who signed the report.

(115) Name of the person or persons who verified the signature.

(116) Date of the verification.

(117) Title of the verification.

(118) Summary of the findings of the verification.

(119) Recommendations of the verification.

(120) Signature of the person or persons who verified the signature.

(121) Name of the person or persons who timestamped the report.

(122) Date of the timestamping.

(123) Title of the timestamping.

(124) Summary of the findings of the timestamping.

(125) Recommendations of the timestamping.

(126) Signature of the person or persons who timestamped the report.

(127) Name of the person or persons who validated the timestamp.

(128) Date of the validation.

(129) Title of the validation.

(130) Summary of the findings of the validation.

(131) Recommendations of the validation.

(132) Signature of the person or persons who validated the timestamp.

(133) Name of the person or persons who notarized the report.

(134) Date of the notarization.

(135) Title of the notarization.

(136) Summary of the findings of the notarization.

(137) Recommendations of the notarization.

(138) Signature of the person or persons who notarized the report.

(139) Name of the person or persons who authenticated the report.

(140) Date of the authentication.

(141) Title of the authentication.

(142) Summary of the findings of the authentication.

(143) Recommendations of the authentication.

(144) Signature of the person or persons who authenticated the report.

(145) Name of the person or persons who authorized the report.

(146) Date of the authorization.

(147) Title of the authorization.

(148) Summary of the findings of the authorization.

(149) Recommendations of the authorization.

(150) Signature of the person or persons who authorized the report.

(151) Name of the person or persons who revoked the report.

(152) Date of the revocation.

(153) Title of the revocation.

(154) Summary of the findings of the revocation.

(155) Recommendations of the revocation.

(156) Signature of the person or persons who revoked the report.

(157) Name of the person or persons who suspended the report.

(158) Date of the suspension.

(159) Title of the suspension.

(160) Summary of the findings of the suspension.

(161) Recommendations of the suspension.

(162) Signature of the person or persons who suspended the report.

(163) Name of the person or persons who resumed the report.

(164) Date of the resumption.

(165) Title of the resumption.

(166) Summary of the findings of the resumption.

(167) Recommendations of the resumption.

(168) Signature of the person or persons who resumed the report.

(169) Name of the person or persons who terminated the report.

(170) Date of the termination.

(171) Title of the termination.

(172) Summary of the findings of the termination.

(173) Recommendations of the termination.

(174) Signature of the person or persons who terminated the report.

(175) Name of the person or persons who paused the report.

(176) Date of the pausing.

(177) Title of the pausing.

(178) Summary of the findings of the pausing.

(179) Recommendations of the pausing.

(180) Signature of the person or persons who paused the report.

(181) Name of the person or persons who unpaused the report.

(182) Date of the unpausing.

(183) Title of the unpausing.

(184) Summary of the findings of the unpausing.

(185) Recommendations of the un

... 1975-1976 ...

[illegible]

2. The following information is available for the year ended 31/12/2019:

1. The first part of the document is a list of references. The references are:
 

- 1. J. H. Van Veen, "Acoustic beamforming", in *Handbook of Acoustics*, J. H. Van Veen and R. M. Mershin, Eds., Wiley, New York, 1994, pp. 1-10.
- 2. J. H. Van Veen, "Acoustic beamforming", in *Handbook of Acoustics*, J. H. Van Veen and R. M. Mershin, Eds., Wiley, New York, 1994, pp. 1-10.
- 3. J. H. Van Veen, "Acoustic beamforming", in *Handbook of Acoustics*, J. H. Van Veen and R. M. Mershin, Eds., Wiley, New York, 1994, pp. 1-10.
- 4. J. H. Van Veen, "Acoustic beamforming", in *Handbook of Acoustics*, J. H. Van Veen and R. M. Mershin, Eds., Wiley, New York, 1994, pp. 1-10.
- 5. J. H. Van Veen, "Acoustic beamforming", in *Handbook of Acoustics*, J. H. Van Veen and R. M. Mershin, Eds., Wiley, New York, 1994, pp. 1-10.
- 6. J. H. Van Veen, "Acoustic beamforming", in *Handbook of Acoustics*, J. H. Van Veen and R. M. Mershin, Eds., Wiley, New York, 1994, pp. 1-10.
- 7. J. H. Van Veen, "Acoustic beamforming", in *Handbook of Acoustics*, J. H. Van Veen and R. M. Mershin, Eds., Wiley, New York, 1994, pp. 1-10.
- 8. J. H. Van Veen, "Acoustic beamforming", in *Handbook of Acoustics*, J. H. Van Veen and R. M. Mershin, Eds., Wiley, New York, 1994, pp. 1-10.
- 9. J. H. Van Veen, "Acoustic beamforming", in *Handbook of Acoustics*, J. H. Van Veen and R. M. Mershin, Eds., Wiley, New York, 1994, pp. 1-10.
- 10. J. H. Van Veen, "Acoustic beamforming", in *Handbook of Acoustics*, J. H. Van Veen and R. M. Mershin, Eds., Wiley, New York, 1994, pp. 1-10.

1. The first group of students (Group A) consists of 10 students who are currently in the 10th grade of high school. They are all female and have an average age of 17.5 years. They are all from the same high school and have been studying for the past 10 years. They are all from the same high school and have been studying for the past 10 years.

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ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 05-10-2010 BY 60322 UCBAW

U.S. DEPARTMENT OF AGRICULTURE

- 2 -

RECEIVED  
JUL 9 1958  
THE PORT OF PORTLAND

PSY100001376

IN WITNESS WHEREOF the parties have caused this agreement to be  
signed by their respective duly authorized officers this 23rd day  
of July, 1958.

THE PORT OF PORTLAND

ELECTRO-MECHANICAL Co.  
(Lessee)

By L. H. Hunsbury  
President

ATTEST:

M. J. Froude

John A. Martin  
Assistant Secretary

APPROVED  
L. S. Thompson  
Properties Dept.

APPROVED AS TO FORM  
Rayton L. Patum  
of Counsel for The Port of Portland

APPROVED  
My  
General Manager





RECEIVED  
JUL 23 1958

THE PORT OF PORTLAND

PSY100001379

LEASE AGREEMENT

This lease agreement made this 18<sup>th</sup> day of May, 1966 between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as the Lessor, and ELECTRO-MECHANICAL COMPANY, an Oregon corporation, hereinafter referred to as Lessee,

W I T N E S S E T H:

I. GRANT OF LEASE AND DESCRIPTION OF PROPERTY:

Lessor, in consideration of rents hereinafter reserved and of the agreements of Lessee herein to be kept, performed, and fulfilled, leases to Lessee the following portion of Building No. 4, as is, situated on Swan Island in the City of Portland, County of Multnomah, and State of Oregon; Bay No. 1 consisting of 24,995 square feet; and office space adjacent to Bay No. 1 consisting of 5,600 square feet, containing 30,595 square feet, more or less. The Lessee is also granted the right to use the land adjacent to the northwesterly end of said bay, extending to the outer line of the craneway supports, consisting of 6,100 square feet. Said building areas and craneway extension areas are shown upon the plat hereto attached, which plat is hereby made a part of this agreement.

II. EQUIPMENT LEASED:

The Lessor leases to Lessee as part of this agreement the following equipment: One (1) 15-ton traveling bridge crane in Bay No. 1. Lessee has examined the above-mentioned equipment and accepts them in their present condition and without any representations

II. EQUIPMENT LEASED: (Continued)

on the part of the Lessor or its agents as to the present or future condition of said equipment. Lessee agrees that upon said equipment he assumes all risk, costs, expenses, maintenance, and damages which may arise as a result of such use, whether as a result of a latent defect or otherwise.

III. TERM OF LEASE:

This lease shall be for a term of 10 years beginning the 1st day of June, 1966, and shall terminate on the 31st day of May, 1976.

IV. RENT:

- A. For the first 5-year period of the term of this lease, Lessee shall pay to the Lessor rentals and charges for the portion of the building and equipment above mentioned as follows: For Bay No. 1 - 24,995 square feet at 42¢ per square foot per year; Office Space - 5,600 square feet at 60¢ per square foot per year and outside space of 6,100 square feet at 6¢ per square foot per year. The total annual rent of \$14,223.96 to be paid monthly in advance in the amount of \$1,185.33 on the first day of each and every calendar month during the first 5-year term of this lease.
- B. Lessee shall pay Lessor for the second 5-year period of this lease a rental computed by ascertaining the fair market rental value of the building and premises as of the date of the beginning of the extended term. Such determination of rental value is defined as the highest estimated price in terms of

IV.        RENT: (Continued)

money which the building and space under the lease would bring for rent in the open market. In determining the rental for the second 5-year period, the fair market rental value shall not be decreased more than 10% nor increased more than 10% of the preceding 5-year rental rate.

- C. In the event the parties hereto are unable to agree upon said fair market rental value as determined hereinabove, the Lessor and Lessee shall give each in writing to the other, the names of a disinterested person familiar with real estate values in the City of Portland, to act as arbitrators. The two men so chosen shall select a third and these three arbitrators shall then immediately proceed to determine the fair market rental value of said premises and report said fair market rental value in writing to the parties hereto not later than four months before the expiration of the first five-year period. Such report and determination, whether unanimous or by majority, shall be final and binding upon the parties hereto as to the market rental value of said premises.
- D. In the event that for any reason, whether through failure to appoint arbitrators or failure of the arbitrators to act, no report of such fair market rental value is made within the time or times respectively as provided herein, either party may apply for judicial relief under the applicable arbitration statutes of the State of Oregon, to the end that the fair market rental value as contemplated herein shall be determined.

IV.        RENT: (Continued)

No determination of fair market rental value shall be invalid by reason of having been delayed or not having been made within the time or times respectively as herein provided. If any such determination of fair market rental value is delayed, the same when made shall be effective and binding upon the parties as to the rentals to be paid by the Lessee to the Lessor as of the beginning of the period to which such new rental base applies. The cost including attorney's fees of any such legal proceeding, shall be borne and paid by the party hereto whose neglect or default has made such proceeding necessary.

V.        TAXES:

The Lessee agrees to pay all lawful taxes and assessments which during the term hereof, or any extension as provided for herein, may become a lien or which may be levied by the State, County, City or any other tax levying body upon any taxable interest acquired by the Lessee in this lease agreement or any taxable possessory right which the Lessee may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the Lessee in or about said premises. Upon making such payments, the Lessee shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then



V. TAXES: (Continued)

levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-ration by the Lessee, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statements.

VI. USE OF LEASED PREMISES:

Lessee agrees that it will use and occupy the premises for the purpose of storage, steel fabrication, electrical repairs and offices, and for no other purpose.

VII. UTILITY SERVICES:

The Lessee shall procure at Lessee's own expense and risk, electric utility service and water as may be required by or be available to the Lessee upon the premises and the Lessor makes no representations or guarantees to the Lessee respecting the availability of such services.

VIII. RAILROAD SERVICE AND TRACKAGE:

It is recognized by the parties hereto that at the inception of this agreement the Swan Island tract is being served by a common carrier railroad using existing trackage to the extent the said carrier deems the same to be usable.

Lessee is granted the use of the existing trackage, so long as the same may be usable, adjacent to the northwesterly side of Building No. 4 in common with the Lessor, co-tenants, and others on Swan Island. Lessor reserves the right to remove said trackage at any time

IX. ASSIGNMENT:

Lessee agrees it will not assign or sublease this lease without prior written approval of the Lessor.

X. MAINTENANCE OF BUILDING:

The Lessor agrees that it will maintain the existing roof of Building No. 4 in such a condition as will prevent leaks through the roof under ordinary rain and storm conditions, such maintenance shall be to the extent that it will repair same within a reasonable time after being notified by the Lessee that evidence of leakage is apparent. It, however, shall be within the discretion of the Lessor to determine from time to time the extent of repair necessary, and this provision is not to be construed as warranting the complete renewal of any portion of the roof.

XI. REPAIRS AND IMPROVEMENTS:

Except as provided for in Section X hereto, Lessor shall not be required to make any repairs, alterations, additions, or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Lessee has examined the premises and accepts them in their present condition and without any representations on the part of the Lessor or its agents as to the present or future condition of said premises. Lessee agrees that it will make no alterations, additions, or improvements to or upon said premises without the written approval of the Lessor first being obtained and all additions and improvements made by the Lessee (except only movable office furniture and trade fixtures) shall become the property of the Lessor upon the termination of the lease.

XII. DESTRUCTION OR DAMAGE OF PREMISES:

If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage. In the event of partial damage which does not render the premises untenable, it shall be optional with the Lessor whether to repair same. If the Lessor elects not to repair such damage the Lessee shall have the right to terminate this lease forthwith.

XIII. LIABILITY ON LEASED PREMISES:

Lessee agrees to hold the Lessor (including its officers, agents, and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Lessor on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss to property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Lessee, provided, however, that the Lessee shall not be required to hold the Lessor harmless from liability or claim of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, other than as specified in Section XIV hereinafter, caused solely by negligence of the Lessor, its officers, agents or employees.

XIV. PERSONAL PROPERTY:

All personal property of any kind or description whatsoever in the demised premises shall be at the Lessee's sole risk, and the Lessor shall not be liable for any damage done to or loss of such personal property or damage or loss suffered by the business or occupation of the Lessee arising from any acts or neglect of co-tenants or other occupants of the building, or Lessor, or other employees of the Lessor, or of other persons, or from bursting, overflowing, or leaking of water, sewer, or steam pipes, or from the heating or plumbing fixtures, or from electric wires, or from gas, or odors, or caused in any other manner whatsoever except in the case of willful neglect on the part of the Lessor.

XV. DAMAGE TO PREMISES:

Lessee is and shall be responsible and liable for any injury or damage done to the leased premises by Lessee, its employees, or any occupant of or other persons whom Lessee permits to be in or about the leased premises.

XVI. LESSOR'S RIGHT OF ENTRY:

It shall be lawful for the Lessor, its agents and representatives, at any reasonable time, to enter upon or unto said premises for the purpose of examining into the condition thereof of the premises, or the equipment therein, or for any other lawful purpose.

XVII. LIENS:

Lessee will not permit any lien of any kind, type, or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

XVIII. ADVERTISING SIGNS:

Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Lessor has given approval of such sign and manner of placement, in advance.

XIX. DEFAULT - INSOLVENCY:

In the event Lessee shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Lessee shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Lessee's part to be done, kept, performed and observed and such default shall continue for thirty (30) days or more after written notice of such failure or neglect shall be given to Lessee, or if said Lessee shall be declared bankrupt or insolvent according to law, or if any assignment of Lessee's property shall be made for the benefit of creditors, or if on the expiration of this lease Lessee fails to surrender possession of said leased premises, then and in any of said cases or events, the Port, lawfully, at its option, immediately, or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate and expel said



XIX.        DEFAULT - INSOLVENCY (Continued)

Lessee and those claiming by, through or under Lessee and remove Lessee's effects at Lessee's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

XX.        STAIRWAYS TO THE BRIDGE CRANES:

The stairways leading to the cranes, located in the northeast corner of Bay No. 1 and in the southeast corner of Bay No. 11, are to be used in common with other lessees and co-lessees in Building No. 4.

XXI.       TERMINATION OF LEASE:

On the last day of the term hereof, or upon any sooner termination hereof, Lessee will quit and deliver up said leased premises and all leased equipment, fixture erections or additions to or upon the same, broom-clean, to the Lessor, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire and the elements alone excepted, as the same are now in or hereafter may be put in by the Lessor or the Lessee.

XXII.      ATTORNEY FEES AND COURT COSTS:

In case suit or action is instituted to enforce compliance with any of the terms, covenants, or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Lessee agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff

XXII. ATTORNEY FEES AND COURT COSTS: (Continued)

in said suit or action. The Lessee also agrees to pay and discharge all Lessor's costs and expenses, including Lessor's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XXIII. WAIVER:

Any waiver by the Lessor of any breach of any covenant herein contained to be kept and performed by the Lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the Lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XXIV. HOLDING OVER:

In the event that the Lessee shall remain in the demised premises after the expiration or sooner termination of the term of this lease, such holding over shall not constitute a renewal or extension of this lease. The Lessor may, at its option, elect to treat the Lessee as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Lessee provided by law in that situation, or the Lessor may elect, at its option to construe such holding over as a tenancy from month to month, subject to the payment of all rent in advance, the monthly rate being proportional to the previous annual rent paid by Lessee.

XXV. CONDEMNATION:

If the whole or any part of the premises hereby leased shall be condemned or taken by any County, Federal, State or other authority for any purpose, then the term of this lease shall cause cease on the part so taken from the day the possession of that part shall be required for any purpose and the rent shall be paid up to that day, and from that day the Lessee or Lessor shall have the right either to cancel this lease and declare the same null and void, or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the premises taken for such public purpose.

XXVI. STATUTORY PROVISIONS:

This lease is subject to the provisions of ORS 279.312 through 279.320 in force which by this reference are incorporated herein as fully as though set forth verbatim.

XXVII. PERFORMANCE BOND:

Lessee shall, upon the execution of this lease, file with Lessor a good and sufficient corporate surety company bond with a surety qualified to do business in the state of Oregon, the form and terms of which bond shall be subject to the approval of Lessor, in the sum of \$5,000, conditioned upon the full performance by Lessee of all the terms and conditions of this Lease Agreement and the payment of Lessee of the rentals and of all other amounts herein provided. Said bond shall be for a period of ten years commencing with the execution of this agreement.

XXVIII. NOTICES:

All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Lessor at The Port of Portland, P. O. Box 3529, Portland, Oregon - 97208, and to the Lessee at ELECTRO-MECHANICAL COMPANY, 5953 N. Lagoon Avenue, Portland, Oregon. Date of service of such notices shall be the date such notice is deposited in a post office of the United States Post Office Department.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their respective duly authorized officers this 20<sup>th</sup> day of May, 1966.

ELECTRO-MECHANICAL COMPANY

THE PORT OF PORTLAND

BY [Signature]

[Signature]  
President

By [Signature]  
Sec. Treas.

[Signature]  
Assistant Secretary

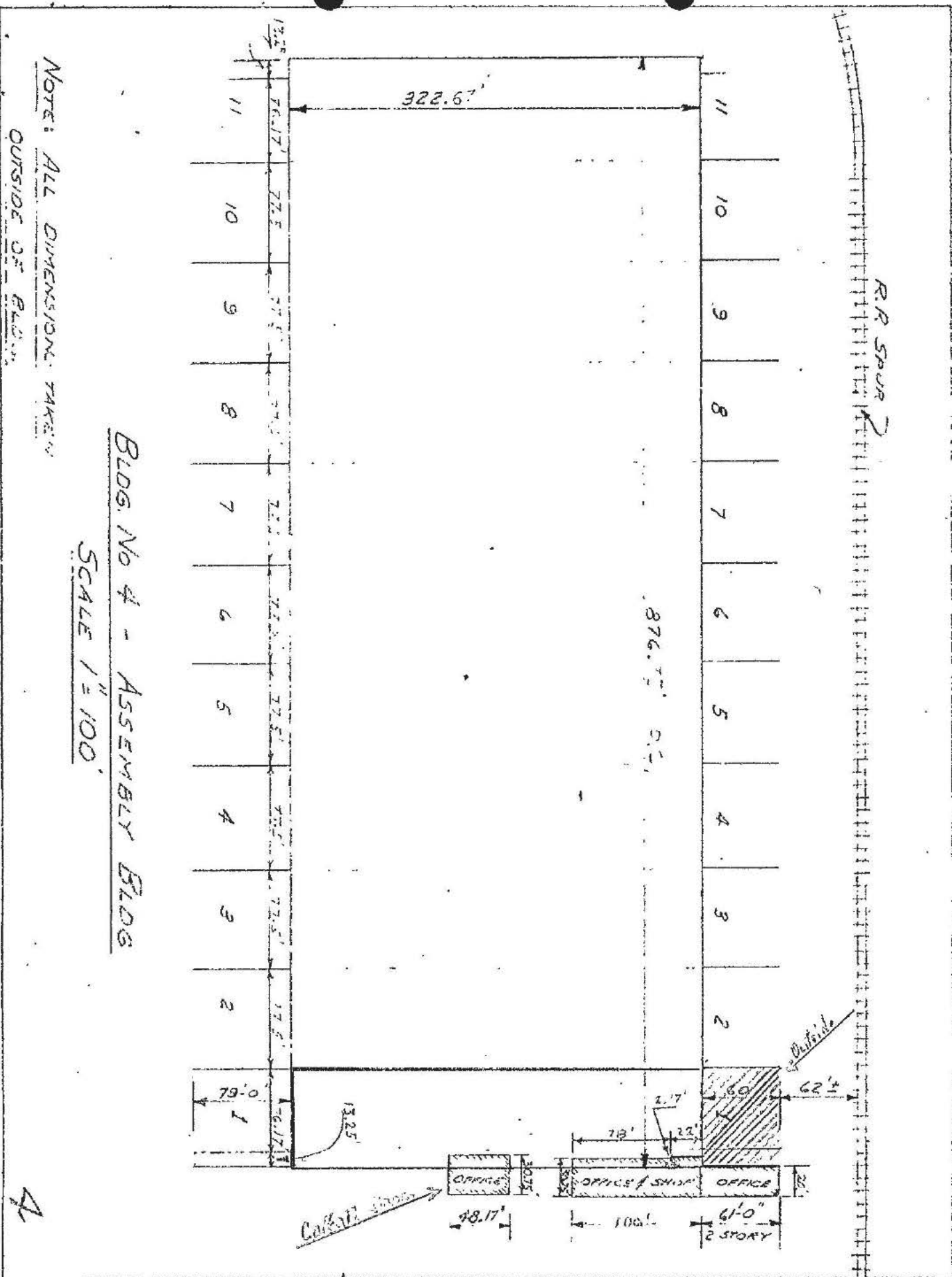
DOCUMENT APPROVAL		DATE
ROUTING	APPROVED	
PROP.	CHC	5-10-66
AVIATION		
MANAGEMENT		
ENGINEERING		
ACCOUNTS		
IND. AFF.	DA	6/6/66
R. P. & L.		
AST. GEN. MGR.		
GEN. MGR.	[Signature]	6/7/66

-13-

APPROVED BY COMMISSION

ON January 12 1966

APPROVED TO FORM  
[Signature]  
of Counsel for The Port of Portland





## MONTH-TO-MONTH LEASE

THIS LEASE, dated June 15, 1978, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon (Port), and ELECTRO-MECHANICAL COMPANY (Lessee),

### ARTICLE I - PREMISES

Section 1.01 - Description: Port leases to Lessee, on the terms and conditions stated below, the premises consisting of: Building 4, Bay 1 (22,896 square feet) and enclosed storage (4,014 square feet) at Twelve Cents (\$.12) per square foot per month until December 31, 1978, and Fourteen Cents (\$.14) per square foot per month thereafter; office (1,900 square feet) at Twenty-Five Cents (\$.25) per square foot per month.

Section 1.02 - Use of Premises: Lessee may use the premises only for the following purpose: shop, storage and office.

### ARTICLE II - TERM

Section 2.01 - Term: The term of this Lease shall commence on July 1, 1978, and continue month to month until terminated by either party upon thirty (30) days written notice.

### ARTICLE III - RENTAL

Section 3.01 - Basic Rent: Lessee shall pay to Port as rent the sum of Three Thousand Seven Hundred Four and 20/100 Dollars (\$3,704.20) per month until December 31, 1978, and Four Thousand Two Hundred Forty-Two and 40/100 Dollars (\$4,242.40) per month thereafter. Rent shall be payable on the tenth (10th) day of each month in advance.

### ARTICLE IV - LESSEE OBLIGATIONS

Section 4.01 - Title to Improvements, Personal Property: Upon termination of this Lease the Port shall have the option to either require removal of all structures, installations or improvements within thirty (30) days after the expiration of the Lease at Lessee's expense or shall have the option to take title to such structures, installations, and improvements. Personal property such as furniture shall be removed by Lessee within thirty (30) days or the Port shall have the option to remove said personal property at Lessee's expense or take title.

Section 4.02 - Maintenance: Lessee shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed or made thereon by Lessee, in good and substantial repair and condition. Lessee shall provide proper containers for trash and garbage and shall keep the leased premises free and clear of rubbish, debris, and litter at all times. Port shall at all times during ordinary business hours have the right to enter upon and inspect such premises. Such inspections shall be made only at a mutually agreeable time.

Section 4.03 - Services: Lessee shall promptly pay any charges for telephone and charges for utilities and services furnished to the leased premises at Lessee's order or consent.

Section 4.04 - Taxes: Lessee agrees to pay all lawful taxes levied by the state, county, city, or any other tax levying body upon any taxable interest by Lessee acquired in this Lease or any taxable possessory right which Lessee may have in or to the premises or facilities or the improvements therein as well as all taxes on all taxable property, real or personal, owned by Lessee in or about said premises. Upon any termination of tenancy, all taxes then levied or then a lien on any of said property or taxable interest therein shall be paid in full without proration by Lessee forthwith or as soon as a statement thereof has been issued by the tax collector.

#### ARTICLE V - INDEMNITY

Lessee agrees fully to indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of the Lessee, its subtenants or employees in the use or occupancy of the premises hereby leased; provided that the Port shall give to the Lessee prompt and reasonable notice of any such claims or actions, and the Lessee shall have the right to investigate, compromise and defend same, provided such claim is not the result of negligent act of the Port.

#### ARTICLE VI - GENERAL PROVISIONS

Section 6.01 - Assignment of Interest or Rights: Neither Lessee nor any assignee or other successor of Lessee shall in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Lessee's rights in and to this Lease or any interest therein, nor license or permit the use of the rights herein granted in whole or in part without the prior written consent of the Port.

Section 6.02 - Attorney Fees: If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

Section 6.03 - Consent of Port: Whenever consent, approval or direction by the Port is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the Executive Director of The Port of Portland.

Section 6.04 - Notices: All notices required under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, Post Office

Box 3529, Portland, Oregon 97208, and to the Lessee at Electro-Mechanical Company, Building 4, Swan Island, Portland, Oregon 97217. Date of Service of such notice is date such notice is deposited in a post office of the United States Post Office Department, postage prepaid.

Section 6.05 - Special Conditions: All rents remaining unpaid for a period of forty-five (45) calendar days after the first day of the month due will be charged a delinquency charge of five-sixths of one percent (5/6 percent) per month (10 percent per year).

IN WITNESS WHEREOF, the Parties hereto have subscribed their names.

LESSEE

THE PORT OF PORTLAND

By

P.W. Morgan

By

[Signature]  
Executive Director

By

\_\_\_\_\_

APPROVED AS TO FORM

[Signature]  
Counsel for  
The Port of Portland

L43F

THE PORT OF PORTLAND  
MONTH-TO-MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon (hereinafter called the "Port"), and \_\_\_\_\_

Fentron Highway Products, Inc.  
(hereinafter called the "Tenant").

WITNESSETH: The Port, in consideration of rents hereinafter reserved and of the agreements of Tenant herein to be kept, performed and fulfilled, leases to Tenant the following described premises, as is, situated in the City of Portland, County of Multnomah and State of Oregon: (Description)

Building 4, Swan Island, Bays 3, 4, and 5

outside space east of Bay 4 for trailer

to have and to hold above described premises to Tenant on a month-to-month basis, beginning October 1, 1974.

I. RENT: Tenant does hereby hire said premises on a month-to-month basis and does covenant and agree to pay to the Port the following:

Building rent	<u>\$5,005.07 per month</u>	- - - Bay 3, 22,393 s/f @ \$.07 = \$1,567.51
Outside space	<u>75.00 per month</u>	Bay 4, 24,845 s/f @ \$.07 = 1,739.15
Miscellaneous	_____	Bay 5, 24,263 s/f @ \$.07 = 1,698.41
Total	<u>\$5,080.07 per month</u>	

Five thousand eighty and 07/100 dollars shall be payable without demand, monthly, in advance, on the first (1st) day of each month to the Port at its office in Portland, Oregon, or at such other place in the State of Oregon as it may in writing designate.

II. USE OF PREMISES: Tenant agrees that said premises shall be used for

Construction of highway products, and other sub-contractor and/or contractor work and no other purpose.

III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease without prior written approval of the Port.

IV. UTILITIES: The Tenant shall pay for all heat, light, power, water and other services or utilities used in the above described premises during his tenancy.



V. REPAIRS AND IMPROVEMENTS: The premises are rented in the condition "as is" and the Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future conditions of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.

VI. CRANE MAINTENANCE & REPAIR: Tenant agrees to maintain and keep in a good workable condition and state of repair the overhead crane in the leased bay. The Port shall not be required to make any repairs or replacement of parts or cable for the crane.

VII. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.

VIII. LIENS: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

IX. ADVERTISING SIGNS: Signs shall not be painted upon any structure; but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.

X. LIABILITY ON LEASED PREMISES: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss of property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.



XI. DESTRUCTION OR DAMAGE OF PREMISES: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.

XII. TERMINATION OF LEASE: This lease is terminable with liability therefor on thirty (30) days written notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition as the same are now in or hereafter may be put in by the Port or the Tenant, reasonable use and wear thereof and/or damage by fire and the elements alone excepted.

XIII. ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, and performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in any of said cases or events, the Port, lawfully, at its option, immediately, or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

XIV. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XV. WAIVER. Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XVI. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at the Port of Portland, PO Box 3529, Portland, Oregon 97208, and to the Tenant at 2601 N. W. Market,

Seattle, Wash. 98107, RE: Bays 3, 4, & 5, Bldg. 4, Swan Island, Portland, Ore. Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVII. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of the Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of the Port of Portland directly or indirectly interested in this lease agreement.

XVIII. TAXES: The Tenant agrees to pay all lawful taxes and assessments which during the term hereof, or any extension as provided for herein, may become a lien or which may be levied by the State, County, City or any other tax levying body upon any taxable interest acquired by the Tenant in this lease agreement or any taxable possessory right which the Tenant may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the Tenants in or about said premises. Upon making such payments, the Tenant shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-rata by the Tenant, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statements.

SPECIAL CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written.

FENTRON HIGHWAY PRODUCTS, INC.

By *M. Edward Robinson*  
M. EDWARD ROBINSON  
\_\_\_\_\_  
PRESIDENT

THE PORT OF PORTLAND

By *I. James Church*  
I. James Church, Director  
Aviation & Marine Operations  
*E. Westerdaal, II*  
Edward G. Westerdaal, II  
Executive Director

APPROVED AS TO FORM  
*Betty Crofoot*  
of Counsel for The Port of Portland

THE PORT OF PORTLAND  
MONTH-TO-MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this 1st day of December, 1971, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon (hereinafter called the "Port"), and

Fentron Highway Products, Inc.  
(hereinafter called the "Tenant").

WITNESSETH: The Port, in consideration of rents hereinafter reserved and of the agreements of Tenant herein to be kept, performed and fulfilled, leases to Tenant the following described premises, as is, situated in the City of Portland, County of Multnomah and State of Oregon: (Description)

All of Bay 6, Building 4, Swan Island (24,236 sq. ft.)

to have and to hold above described premises to Tenant on a month-to-month basis, beginning December 1, 1971.

I. RENT: Tenant does hereby hire said premises on a month-to-month basis and does covenant and agree to pay to the Port the following:

Building rent	24,236 @ \$.07 per sq. ft. = \$1,696.52
Outside space	
Miscellaneous	
Total	\$1,696.52

One thousand six hundred ninety-six and 52/100 dollars shall be payable without demand, monthly, in advance, on the first (1st) day of each month to the Port at its office in Portland, Oregon, or at such other place in the State of Oregon as it may in writing designate.

II. USE OF PREMISES: Tenant agrees that said premises shall be used for

steel fabrication for structural use and industrial equipment for assemblage and for no other purpose.

III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease without prior written approval of the Port.

IV. UTILITIES: The Tenant shall pay for all heat, light, power, water and other services or utilities used in the above described premises during his tenancy.



V. REPAIRS AND IMPROVEMENTS: The premises are rented in the condition "as is" and the Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future conditions of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease..

VI. CRANE MAINTENANCE & REPAIR: Tenant agrees to maintain and keep in a good workable condition and state of repair the overhead crane in the leased bay. The Port shall not be required to make any repairs or replacement of parts or cable for the crane.

VII. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.

VIII. LIENS: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

IX. ADVERTISING SIGNS: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.

X. LIABILITY ON LEASED PREMISES: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss of property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.



XI. DESTRUCTION OR DAMAGE OF PREMISES: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.

XII. TERMINATION OF LEASE: This lease is terminable without liability therefor on thirty (30) days written notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition as the same are now in or hereafter may be put in by the Port or the Tenant, reasonable use and wear thereof and/or damage by fire and the elements alone excepted.

XIII. ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in any of said cases or events, the Port, lawfully, at its option, immediately, or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

XIV. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XV. WAIVER: Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XVI. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, P. O. Box 3529, Portland, Oregon, 97208, and to the Tenant at \_\_\_\_\_

~~XXXXXXXXXXXXXXX~~ BLDG. 4 BAY 4 SWAN ISLAND PORTLAND, ORE. 97217  
Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVII. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of The Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of The Port of Portland directly or indirectly interested in this lease agreement.

XVIII. TAXES: The Tenant agrees to pay all lawful taxes and assessments which during the term hereof, or any extension as provided for herein, may become a lien or which may be levied by the State, County, City or any other tax levying body upon any taxable interest acquired by the Tenant in this lease agreement or any taxable possessory right which the Tenant may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the Tenants in or about said premises. Upon making such payments, the Tenant shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-rata by the Tenant, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statements.

SPECIAL CONDITIONS: Tenant to be responsible for interior maintenance.

Port to be responsible for exterior maintenance.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_


\_\_\_\_\_

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written.

FENTRON HIGHWAY PRODUCTS, INC.


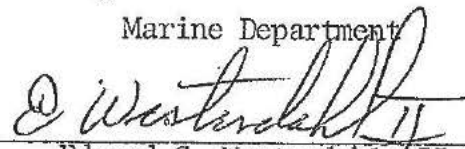
THE PORT OF PORTLAND

By

  
Wm. F. Schiessl  
President

\_\_\_\_\_

By

  
Marine Department  
  
Edward G. Westerdahl, II  
Executive Director

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 15th day of July, 1970, between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as "The Port" and FENTRON HIGHWAY PRODUCTS, INC., a WASHINGTON corporation, hereinafter referred to as "The Lessee".

W I T N E S S E T H:

WHEREAS, the Port is the owner of certain property known as  
→ "Building No. 4" in the Ship Repair Yard on Swan Island, Portland, Oregon,  
and

WHEREAS, Lessee desires to lease a certain portion of said Building 4 for the manufacture of metal light stanchions, sign posts and metal service stations,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

I. PREMISES

The Port in consideration of the rents hereinafter set forth and the agreements of the Lessee to be kept, performed and fulfilled, leases to the Lessee "Bay areas 4 and 5" in Building No. 4 on Swan Island, Portland, Oregon, hereinafter referred to as the "leased premises".

A. Bay 4 consists of 24,845 square feet.

B. Bay 5 consists of 24,263 square feet.

The leased premises are shown on the attached Drawing No. SK-1031, dated June 8, 1970, marked Exhibit "A" and by this reference made a part hereof.

## II. TERM

The term of this lease shall begin on July 1, 1970 and shall unless sooner terminated in accordance with the terms contained herein end on June 30, 1972.

## III. RENTAL

Lessee shall pay the Port for its use and occupancy of the premises, during the first nine (9) months of this lease, Two Thousand Four Hundred Fifty Five Dollars and Forty Cents (\$2,455.40) per month. Said amount is computed at Five Cents (\$0.05) per square foot occupancy per month. Lessee further agrees to pay the Port Two Thousand Nine Hundred Forty Six Dollars and Forty Eight Cents (\$2,946.48) per month during the remaining eighteen (18) month period of this lease. Said amount is computed at Six Cents (\$0.06) per square foot occupancy per month.

All payment shall be paid to the Port in advance on the first day of each calendar month during the entire term of this lease and any extension thereof.

All payments shall be made to the Port at its offices in Portland, Oregon, or such other place as the Port may designate. All amounts not paid by Lessee when due shall bear interest at the rate of ten per cent (10%) per annum.



#### IV. USE OF LEASED PREMISES

Lessee agrees that the leased premises shall be used for the manufacture of metal highway light stanchions, sign posts, metal service stations, structural steel and plate fabrication, and for no other purpose whatsoever without the prior written consent of the Port.

#### V. UTILITIES

Lessee shall be responsible for and promptly pay all charges for gas, electricity, telephone, and all other charges for utilities which may be furnished to the leased premises during the term and any extension of this lease that are above normal consumption in the determination of the Port, including toilet facilities.

#### VI. MAINTENANCE

Lessee covenants and agrees to maintain at Lessee's own cost and expense the interior of the shop and office building and all improvements including but not limited to, bridge cranes, plumbing fixtures, water lines, electric lines and fixtures, flooring, partitions, walls and ceilings, in constant, good and substantial condition and repair.

The Port covenants and agrees to maintain, at the Port's own cost and expense the exterior walls and roof areas of the shop and office building and improvements including but not limited to roof drains and downspouts, window sashes and areas of entry and exit from the street.

#### VII. REPAIRS AND IMPROVEMENTS

It is agreed that the Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises

except when it shall have agreed in writing to perform specific work. Lessee has examined the leased premises and accepts them as specified, and without any representations on the part of the Port or its agents as to the present or future condition of said premises. Lessee agrees that there will be no alterations, additions, or improvements to or upon said premises without the written approval of the Port first being obtained and all additions and improvements made by the Lessee (except only movable office furniture and trade fixtures) shall become the property of the Port upon the termination of this lease.

#### VIII. DESTRUCTION OR DAMAGE TO PREMISES

If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage within thirty (30) days after the occurrence, the Lessee shall have the right to terminate this lease at the end of the 60th day, or to make repairs, at Lessee's own cost and expense, in a manner approved by the Port and continue its tenancy in accordance with the terms and conditions of this lease.

IX. INDEMNITY

Lessee agrees fully to indemnify and save and hold harmless the said Port, its Commissioners, officers, agents or employees, from and against all claims and actions and all expenses, incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence of Lessee, his agents or employees, in the use or occupancy of the leased premises by Lessee; provided further that the Port shall give to Lessee prompt and reasonable notice of any such claims or actions, and Lessee shall have the right to investigate, compromise and defend same.

X. INSURANCE

Lessee shall maintain with insurance underwriters satisfactory to the Port a standard form policy or policies of insurance in such amounts as may from time to time be approved by the Port protecting both Lessee and the Port against public liability and property damage. Lessee shall promptly, after execution of this Agreement, furnish such policy or policies or appropriate certificates of insurance for property damage growing out of any one accident or other cause in a sum of not less than Five Hundred Thousand Dollars (\$500,000.00), for personal injuries/death growing out of any one accident or other cause with liability of not less than Five Hundred Thousand Dollars (\$500,000.00), and public occupant liability in a sum of not less than One Million Dollars (\$1,000,000.00). Lessee shall further procure Workmen's Compensation Insurance in the amounts and form

required by Workmens' Compensation Act and insurance laws of the State of Oregon. Lessee shall furnish a certificate from the insurance carrier or carriers showing such insurance to be in full force and effect during the term of this Agreement, or shall deposit copies of the policies which give this coverage with the Port. The Port shall not be shown, listed or named as co-assured or as additional assured by such policy or policies, but such policy or policies must recognize and support Lessee's obligations hereby to indemnify and hold harmless the Port, its officers, agents and employees.

#### XI, TAXES

Lessee agrees to pay all lawful taxes and assessments which during the term hereof or any extension as provided for herein may become a lien or which may be levied by the State, County, City or any other tax levying body, upon the premises herein or upon any taxable interest by Lessee acquired in this Lease Agreement, or any taxable possessory right which Lessee may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Lessee in or about said premises. Upon making such payments, Lessee shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full without proration by Lessee forthwith, or as soon as a statement thereof has been issued by the tax collector, if



termination occurs during the interval between attachment of the lien and issuance of statement.

## XII. DEFAULT

It is mutually agreed and understood that these entire agreements are upon this condition, that if the Lessee shall be in arrears in the payment of rent for a period of ten (10) days, or if Lessee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than thirty (30) days after the Port has notified Lessee in writing of Lessee's default hereunder and Lessee has failed to correct such defaults within said thirty (30) days, then in either of said cases or events, the Port or those having its estate in the leased premises, may lawfully, at its option, immediately or at any time thereafter, without demand or notice, enter into and upon the leased premises or any part thereof and in the name of the whole, and repossess the same of its former estate, and expel Lessee and those claiming by, through or under it, and remove its effects, if any, forcibly, if necessary, without being guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant. On the re-entry aforesaid, this lease agreement shall terminate.

It is further mutually agreed that in the event Lessee commences a proceeding under Chapter XI of the Federal Bankruptcy Act, or is adjudicated bankrupt or insolvent or makes any assignment for the benefit of creditors,



or in the event of any judicial sale of Lessee's interest under this lease, this lease shall at the option of the Port immediately terminate and all rights of Lessee hereunder shall immediately cease and terminate.

XIII. ASSIGNMENT AND SUBLETTING

Lessee shall not assign, transfer, sublease, pledge, hypothecate, surrender or otherwise encumber or dispose of this lease agreement or any estate created by this lease agreement, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the premises, without the written consent of the Port being first obtained. Any transfer by merger, consolidation, liquidation or ownership change by vote of the majority of the outstanding shares of stock shall also constitute an assignment.

XIV. PORT'S RIGHT OF ENTRY

It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof of the premises, or the equipment therein, or for any other lawful purposes.

XV. REPRESENTATIONS

Lessee certifies that this lease agreement is accepted and executed on the basis of its own examination and personal knowledge of the premises and his opinion thereof; that no attempt has been made to influence his judgment; that no representations as to the condition or repair of said

premises have been made by the Port or any agent of the Port; that no agreement or promise to alter, repair, or improve the premises has been made by the Port; and that the Lessee leases the premises and the improvements thereon in the condition existing at the time of this agreement. The Port shall however, pending approval of the Port Commission, install toilet facilities in the leased premises comparable to that furnished in other bays in said Building No. 4.

XVI. REDELIVERY

Lessee will make no <sup>un-</sup>lawful or offensive use of the leased premises and will, at the expiration of the term hereof or upon any sooner termination thereof, without notice, quit and deliver up said premises to the Port and those having its estate in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear thereof, as the same now are or may hereafter be placed by the Lessee or the Port.

XVII. HOLDING OVER

In the event Lessee shall hold over and remain in possession of the leased premises after the expiration of this lease agreement without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this agreement but shall only create a tenancy from month-to-month which may be terminated at any time by the Port.

XVIII. NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by either party hereto shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other

party hereto from declaring a forfeiture, termination or cancellation for any succeeding breach either of the same condition or covenant or otherwise. Acceptance or payment of rental shall not be deemed a waiver.

XIX. ATTORNEY'S FEES

In the event any action or suit or proceeding is brought to collect the rent due or to become due hereunder or any portion thereof or to take possession of said premises or to enforce compliance with this agreement or for failure to observe any of the covenants of this agreement, Lessee agrees to pay the Port such sum as the court may adjudge reasonable as attorneys' fees to be allowed in said suit, action or proceeding, or in the event of an appeal as allowed by the appellate court.

XX. STATUTORY PROVISIONS

This agreement is subject to the provisions of Oregon Revised Statutes 279.312 through 279.320, inclusive, which by this reference are incorporated herein as fully as though set forth verbatim.

XXI. NOTICES

All notices required under this lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to The Port of Portland,

P. O. Box 3529, Portland, Oregon 97208, and to the Lessee at 2601 N.W. Market Street, Seattle, Washington

Date of service of such notice is date such notice is deposited in a post office of the United States Post Office Department, postage prepaid.

FENTRON HIGHWAY PRODUCTS, INC.

THE PORT OF PORTLAND

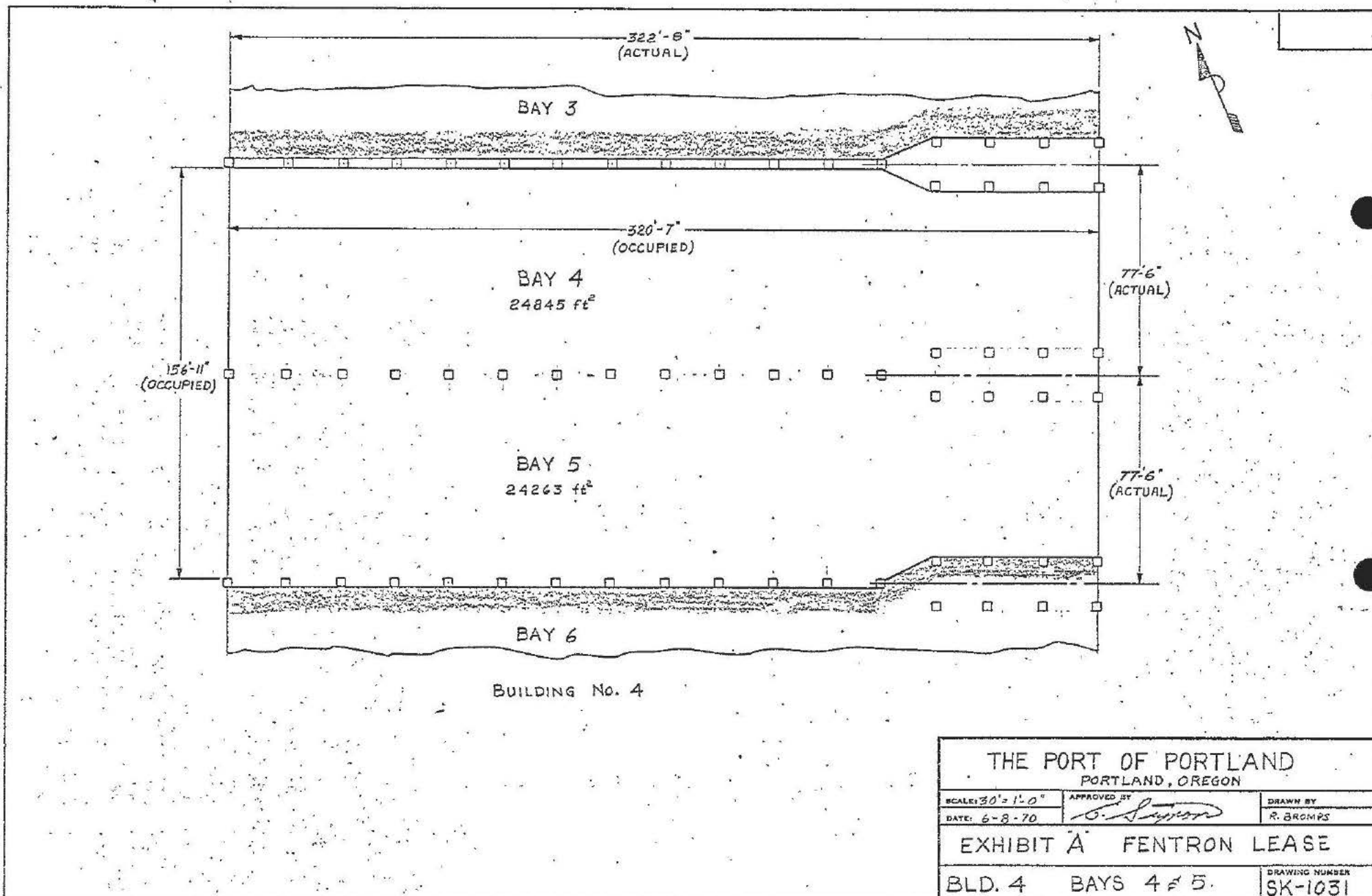
M. Edward Robinson  
M. Edward Robinson, Execut Vice-Pres.

By Donald G. Drake  
President

By A. Heinemann  
Assistant Secretary

THE PORT OF PORTLAND	
DEPT.	SIGNATURE
APP. BY COM. CL.	DATE: MAY 11, 1970
LEGAL	Lynton L. Gatum
REAL ESTATE	M. Robinson
Asst. GEN. MGR.	A. Heinemann
MARINE	CR

PSY100001418



THE PORT OF PORTLAND PORTLAND, OREGON			
SCALE: 30' = 1" 0"	APPROVED BY <i>[Signature]</i>	DRAWN BY R. BRONPS	
DATE: 6-8-70	EXHIBIT A FENTRON LEASE		
BLD. 4	BAYS 4 & 5	DRAWING NUMBER SK-1031	



THE PORT OF PORTLAND  
MONTH-TO-MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this 30 day of JANUARY, 19 75, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon (hereinafter called the "Port"), and \_\_\_\_\_

FMC Corporation

(hereinafter called the "Tenant").

WITNESSETH: The Port, in consideration of rents hereinafter reserved and of the agreements of Tenant herein to be kept, performed and fulfilled, leases to Tenant the following described premises, as is, situated in the City of Portland, County of Multnomah and State of Oregon: (Description)

Building 4, Swan Island, Bay 6 24,236 sq.ft.

to have and to hold above described premises to Tenant on a month-to-month basis, beginning October 1, 1974.

I. RENT: Tenant does hereby hire said premises on a month-to-month basis and does covenant and agree to pay to the Port the following:

Building rent \$1,696.52 (\$0.07 per sq. ft. per month)

Outside space \_\_\_\_\_

Miscellaneous 20.00 (~~rental of air compressor in Bay 6~~)

\$1,696.52

Total \$1,716.52

DELETED PER  
ATTACHED LETTER  
DATED DECEMBER 4, 1975

One thousand ~~seven hundred sixteen~~ <sup>six hundred ninety six</sup> and 52/100 dollars shall be payable without demand, monthly, in advance, on the first (1st) day of each month to the Port at its office in Portland, Oregon, or at such other place in the State of Oregon as it may in writing designate.

II. USE OF PREMISES: Tenant agrees that said premises shall be used for work pertaining to outfitting of tankers and no other purpose.

III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease without prior written approval of the Port.

IV. UTILITIES: The Tenant shall pay for all heat, light, power, water and other services or utilities used in the above described premises during his tenancy.

V. REPAIRS AND IMPROVEMENTS: The premises are rented in the condition "as is" and the Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future conditions of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.

VI. CRANE MAINTENANCE & REPAIR: Tenant agrees to maintain and keep in a good workable condition and state of repair the overhead crane in the leased bay. The Port shall not be required to make any repairs or replacement of parts or cable for the crane.

VII. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.

VIII. LIENS: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

IX. ADVERTISING SIGNS: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.

X. LIABILITY ON LEASED PREMISES: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss of property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.

XI. DESTRUCTION OR DAMAGE OF PREMISES: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.

XII. TERMINATION OF LEASE: This lease is terminable with liability therefor on thirty (30) days written notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition as the same are now in or hereafter may be put in by the Port or the Tenant, reasonable use and wear thereof and/or damage by fire and the elements alone excepted.

XIII. ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, and performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in any of said cases or events, the Port, lawfully, at its option, immediately, or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

XIV. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XV. WAIVER. Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XVI. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at the Port of Portland, PO Box 3529, Portland, Oregon 97208, and to the Tenant at \_\_\_\_\_

4700 N. W. Front Avenue, Portland, Oregon 97208

Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVII. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of the Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of the Port of Portland directly or indirectly interested in this lease agreement.

XVIII. TAXES: The Tenant agrees to pay all lawful taxes and assessments which during the term hereof, or any extension as provided for herein, may become a lien or which may be levied by the State, County, City or any other tax levying body upon any taxable interest acquired by the Tenant in this lease agreement or any taxable possessory right which the Tenant may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the Tenants in or about said premises. Upon making such payments, the Tenant shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-rata by the Tenant, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statements.



The Port of Portland  
Month-to-Month Lease Agreement  
Page 5

SPECIAL CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written.

FMC CORPORATION

By 

JACK J. QUINLIN  
ASST. SECRETARY

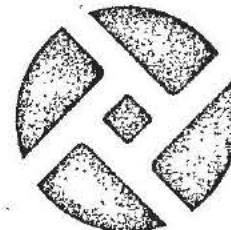
THE PORT OF PORTLAND

By   


Marine Department Director

Executive Director





## Port of Portland

Box 3529 Portland, Oregon 97208

503/233-8331

TWX: 910-464-6151

FAX: FDH

December 4, 1974

FMC Corporation  
Marine & Rail Equipment Division  
4700 N. W. Front Avenue  
Portland, Oregon 97208

Attn: Mr. Tom Fueling

RE: Bay 6, Building 4 Lease

This letter is an amendment to your month to month lease with the Port of Portland.

In your lease under rent - miscellaneous, the charge of \$20.00 - rental of air compressor is deleted effective October 1, 1974.

Your rent is \$1,696.52 per month payable under the terms of the agreement.

Very truly yours,

Carl F. Propp, Manager  
Swan Island Ship Repair Yard

offices also in Tokyo,  
New York, Chicago, Washington, D.C.

PSY100001424

## LICENSE

THE PORT OF PORTLAND, a municipal corporation of the State of Oregon ("Port"), hereby authorizes FOUGHT AND COMPANY, INC. ("Licensee"), to use the real property described below for the purposes and subject to the conditions set forth herein.

1. Land Subject to Permit

Licensee shall be entitled to use approximately 27,000 square feet, more or less, of real property owned by the Port under the terms and conditions of this permit. The area so described is shown on Exhibit "A" and said exhibit is made a part of this Permit.

2. Term of License

License shall commence on the 8th day of December, 1976, and shall continue subject to revocation without cause by the Port at any time upon giving fifteen (15) days written notice to Fought and Company, Inc., 14255 S. W. 72nd Avenue, Tigard, Oregon.

3. Use of Land Permitted

Licensee may use the land described for the purpose of assembly of parts.

4. License Fee

License fee shall be Two Hundred Seventy and No/100 Dollars (\$270.00) per month beginning December 8, 1976, and every month thereafter on the 8th of the month during the term of this License. A portion of a month shall be prorated on a 30-day month basis, but not less than One Hundred and No/100 Dollars (\$100.00) for a partial month, for the use of the property described herein.

5. Indemnity

Licensee shall be liable for any damage caused to the property described through its operations and shall hold the Port (including its Commissioners, officers, agents and employees) harmless from and against any and all liability which may be asserted against the Port on account of any injury or injuries to any person or persons whomsoever, howsoever caused, and any and all claims for damages, taxes and other claims arising out of or in any way connected with, directly or indirectly, the use or occupancy by Licensee of the premises.

6. Interpretation of Agreement

This License shall not be construed so as to place Licensee in possession of any other of the lands of the Port. Nothing in this License shall be construed or interpreted in any manner as limiting, relinquishing, or waiving any rights of ownership enjoyed by the Port in the property.

7. Attorneys' Fees

In the event any action, suit or proceeding is brought to enforce any provision of this License, Licensee agrees to pay the Port such sum as the court may adjudge reasonable as attorneys' fees, costs and disbursements.

Issued this 2 day of December, 1976.

**COPY SENT TO TREASURY**

THE PORT OF PORTLAND

APPROVED AS TO FORM

*Betty J. Hought*  
of Counsel for The Port of Portland

By

*Harold Schief*

Executive Director

License to use the property described is accepted by the undersigned Licensee subject to the terms and conditions set forth herein. Dated this 3 day of December, 1976.

LICENSEE

FOUGHT AND COMPANY, INC.

By

*Harold Schief*

DS4M

15-C

SWAN ISLAND BUILDINGS  
MONTH TO MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this 31st day of December, 1959,  
by and between THE PORT OF PORTLAND, a municipal corporation of the State of  
Oregon (hereinafter called the "Port"), and Fought & Company Inc.  
(hereinafter called the "Tenant").

WITNESSETH: The Port, in consideration of rents hereinafter reserved  
and of the agreements of Tenant herein to be kept, performed and fulfilled,  
leases to Tenant the following described premises, as is, situated in the  
City of Portland, County of Multnomah and State of Oregon; (Description)  
Building No. 9, on Swan Island

To Have and to Hold above described premises to Tenant on a month-to-month  
basis, beginning January 1, 1960, ~~XXX~~.

I. RENT: Tenant does hereby hire said premises on a month-to-month basis  
and does covenant and agree to pay to the Port the following:

Rent	<u>1,236.00</u>
Outside Space	<u>-</u>
Water Rate	<u>-</u>
Miscellaneous	<u>-</u>
Total	<u>\$1,236.00</u>

\$1,236.00 Dollars shall be payable without demand,  
monthly, in advance, on the first (1st) day of each month to the Port at its  
Office at Swan Island, Portland, Oregon, or at such other place in the State  
of Oregon as it may in writing designate.

II. USE OF PREMISES: Tenant agrees that said premises shall be used for  
STEEL FABRICATION  
and for no other purpose.

III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease  
without prior written approval of the Port.

IV. UTILITIES: Tenant shall pay to the Port a monthly charge for city water  
available through the Port's existing distribution system on the premises.  
The Port reserves the right to place a meter on said service, at its discre-  
tion. The minimum charge in any event is to be Three Dollars (\$3.00) per



month. The Port also reserves the right to discontinue water service when and if service becomes available directly from the city water department. The Tenant shall pay for all heat, light, power and other services or utilities used in the above described premises during his tenancy.

V. REPAIRS AND IMPROVEMENTS: The Premises are rented in the condition "as is" and the Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future condition of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.

VI. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.

VII. LIENS: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

VIII. ADVERTISING SIGNS: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.

IX. LIABILITY ON LEASED PREMISES: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss to property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.

X. DESTRUCTION OR DAMAGE OF PREMISES: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated no rent shall accrue to the Port after such partial destruction or damage. In the event

of partial damage which does not render the premises untenable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.

**XI. TERMINATION OF LEASE:** This lease is terminable without liability therefor on thirty (30) days notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire and the elements alone excepted, as the same are now in or hereafter may be put in by the Port or the Tenant.

**XII. ATTACHMENT, BANKRUPTCY, DEFAULT:** In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in either of said cases or events, the Port, lawfully at its option, immediately or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate, and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

**XIII. ATTORNEY FEES AND COURT COSTS:** In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

**XIV. WAIVER:** Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XV. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, P. O. Box 4099, Portland 8, Oregon, and to the Tenant at 5595 N. Lagoon Ave., Portland, 8, Oregon.

Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVI. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of The Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of The Port of Portland directly or indirectly interested in this lease agreement.

SPECIAL CONDITIONS:

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written.

THE PORT OF PORTLAND

FOUGHT & COMPANY, INC.  
Tenant's Signature

By Carl N. Cover  
Properties Department

Joe H. Fought

E. M. Bauer **COMPTROLLER**  
JOHN J. WINN, JR.  
General Manager

OK  
LBJ

RECEIVED  
JAN 7 1960

PORT OF PORTLAND

Red. #9.

Contr # 34-2  
12/1-51 - 12/31-54  
Rental for 1/1-52 + Tax.  
Pro rate 1951-52 tax

Noted and  
confirmed  
1/16/52  
192

THIS AGREEMENT entered into this 30th day of November 1951, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter called the "Port", and FOUGHT & GRAY INC., a corporation, originating and existing under the laws of the State of Oregon, hereinafter called the "Tenant"

W I T N E S S E T H :

WHEREAS, the Port owns certain lands in Section 17, 20 and 21, T I N, R I E of Willamette Meridian in the City of Portland, Oregon, which lands are generally, and herein, called "Swan Island", and the Tenant desires to rent a building in said Section 20, located on Assessor's "Tax Lot 21" designated as Building No. 9, and the Port has offered to rent said building, now, therefore, in consideration of the mutual covenants and of the benefits accruing respectively to each of the parties, the Port and the Tenant agree as follows:

1- Lease of Premises & Equipment: The Port leases to the Tenant and the Tenant leases from the Port the underlying land and a structure known as Building No. 9 as described in the preamble hereof and further shown upon a plat hereto attached, which plat is made a part of this agreement. The Tenant shall have the right to use, for ingress and egress and temporary parking, in common with the Port, the strip of paved area extending around said building for a width of 20 feet and 24 feet as shown within the red lines marked on the plat. Also the Tenant may place and maintain a gasoline tank buried in the ground within said strip subject to a formal permit therefor to be issued by the City of Portland upon Tenant complying with all applicable regulations and requirements.



2- Equipment Leased: This lease includes all of the equipment now installed in the building and indicated on the attached list entitled "Joint Condition Survey", which list is made a part of this agreement.

3- Use of Railroad Tracks: For the rentals herein stated the Tenant is granted, subject to the conditions hereinafter stated, the use of the railroad tracks within the leased premises and the tracks connecting with the 'lead track' by means of which the leased premises are served by the rail carrier. Such connecting track is defined as that extending from the leased premises to the connection now existing with the lead track now serving Building No. 9, a distance of 700 feet, more or less.

4- Term of Lease: This lease shall be effective beginning December 1, 1951, and shall continue for a term ending December 31, 1954, subject to the default clause, or other clauses, herein providing for earlier termination for causes therein stated.

5- Rental and Taxes and Other Charges: The Tenant shall pay to the Port rentals and charges for the land, building equipment and facilities above specified as follows:

For Building No. 9 and its equipment and use of railroad track as herein stated, a rental of One Thousand Dollars (\$1000.00) per month during the term of this lease, except that rental for the initial month shall accrue only from the date Tenant has substantially completed installation of tools and doing other essential work, but in no event shall initial rental charge commence later than January 1, 1952.

*Rent for  
11-52  
JMS*

For water supplied and/or available, a flat charge per month or, at the option of the Port, a charge based upon meter readings, at rates applicable upon Swan Island.

Rentals shall be paid monthly in advance and water charges as billed.

The Tenant shall, in addition to said rentals, pay all property taxes which are levied and become a lien upon the leased premises, and/or the equipment hereby leased, during the term hereof, provided, however, that for any partial tax year the Tenant shall be liable for only the pro rata tax related to the term of occupancy, and provided further that Tenant shall be liable only for the portion of the tax properly allocable to the leased premises. In paying annual taxes the Tenant may elect to make payment of the total amount of the annual taxes direct to the Tax Collector for Multnomah County and gain the benefit of any discount that may be available by paying the full amount before the first delinquent date, or may pay to the Port the gross amount of taxes in quarterly installments not less than five (5) days in advance of the delinquent date applying to the respective quarters under the laws of Oregon governing the payment of taxes and, provided further, that the Tenant shall notify the Port of Tenant's election as to method of payment on or before June 1, in respect to the fiscal year beginning on the next subsequent July 1. Pro rata partial year taxes shall at the option of Tenant be paid direct to the Port in a lump sum or in pro rata monthly installments.

Taxes  
pro rata  
to 6/30-52  
= 1/2 of  
Port  
T.L. 26  
Sec. 20

6- Utility Services: The Tenant shall procure, at Tenant's own expense and risk, electric utility service as may be required by or be available to the Tenant upon the premises and the Port makes no representations or guarantees to the Tenant respecting the availability of such services.

As of the beginning date of this lease the Port is purchasing potable water from the City of Portland through a metered connection to a City main and the Tenant, as well as all tenants upon Swan Island, is being supplied with water by means of connections to an existing distribution system. The Port will continue to maintain the existing distribution system and distribute

city water and will bill the Tenant therefor upon a fixed monthly charge, based upon indications of use, such as the number of persons usually on the leased premises and/or the number and size of water connections; or the Port may, at its discretion, install meters to determine water consumption, but in either event the Tenant shall pay to the Port the full and proper charge for the use of water or for the availability of water from the distribution system now in use. It is provided, however, that the Port reserves the right to bring about the installation of City mains and refer the Tenant direct to the City of Portland for procurement of water at any time such City service becomes available and then to discontinue the present method of distribution.

7- Railroad Service and Trackage - Limitations: It is recognized by the parties hereto that at the inception of this agreement the Swan Island tract is being served by a common carrier railroad using existing trackage to the extent the said carrier deems the same to be useable.

The Port agrees that it will grant to such common carrier railroad a lease or easement to enable said carrier to serve the premises on Swan Island, but makes no representations or guarantee of the continuation of such service.

The Tenant is hereby granted the use of existing trackage upon the leased premises and the further right to use existing trackage connecting the trackage on the premises with the existing lead or service track to enable the carrier railroad to serve the Tenant, as set forth in Par. 3 above. The Tenant, may, with prior approval of the Port, rearrange or rebuild any of the trackage upon or connecting the leased premises to meet the Tenant's needs and, to the extent of Tenants needs, shall maintain said trackage at Tenant's own expense during the period of occupancy under this agreement.

It is provided, however, that if any portion of the said connecting

trackage becomes a service track to other premises on Swan Island, the Port reserves the right to itself, and/or to be granted by it to other Tenants, to use such connecting track for the purpose of the movement of rail traffic upon the same, such other use of the trackage being limited to the normal switching of cars at intervals and times as suits the convenience of the serving carrier and the Port will arrange for an equitable prorating of the maintenance of the trackage used in common. Trackage on the leased premises which does not form a part of the rail accommodation of other premises on Swan Island, shall be under the exclusive control of the Tenant in co-operation with the carrier.

8- Ingress and Egress: It is recognized and agreed that, at the inception of this agreement, ingress and egress to premises on Swan Island is gained by utilization of paved areas upon the land connecting with N. Going St. The Port agrees that the Tenant shall, in common with others to whom the Port shall grant similar rights, have the rights of ingress and egress over such paved areas, excluding areas which are assigned to the exclusive use of others; also that the Port will keep open and permit the Tenant the right of ingress and egress between the leased premises and N. Going Street, except that if the Port shall dedicate public streets or roads upon Swan Island, ingress and egress shall be limited to the use of such dedicated roads or streets and that in no event will the Port deprive the Tenant of the rights of ingress or egress between the leased premises and such dedicated roads or streets.

9- Laws and Codes and Untenantability: It is agreed that the Tenant is familiar with the premises, the type and kind of structure and the condition thereof and enters upon occupancy under this agreement and accepts the premises as the same now exists. The Port makes no warranties in respect to the construction or the equipment conforming with the requirements of applicable laws and codes.



In the event the Tenant's use and occupancy of the premises shall be restricted or interefered with, or it shall be required by competent authority that alterations be made to the premises to conform with laws and codes, the Tenant shall forthwith, at Tenant's own cost and expense, and upon receiving written consent from the Port therefor, make such changes as shall be necessary to fulfill the requirements, except that it shall be optional with the Tenant to elect to not make such required changes and to give written notice to the Port to that effect. Upon receipt of such notice the Port may elect to itself make such required changes, but if the Port does not agree within 15 days to promptly effect such changes to conform the premises the Tenant may forthwith terminate this lease and surrender the premises to the Port. Thereupon the Tenant shall be relieved of all of the obligations devolving upon the Tenant hereunder except as to the payment of any accrued rental or annual taxes which have not been paid.

It is further agreed that, if the premises shall become untenable for the uses and purposes for which the Tenant has negotiated for the right of occupancy, to-wit; the operation of a warehouse and workshop for handling, storing, marketing and fabricating products, by reason of Tenant's inability to secure common carrier rail service, sewer connections, potable water service, or electric power service, by reason of existing facilities being or becoming inadequate or unusable through governmental rulings or other causes beyond the control of the Tenant, the Tenant may elect to surrender the premises and may cancel this lease agreement upon giving notice thereof to the Port and surrendering the premises. Thereupon the Tenant shall be relieved of all of the obligations devolving upon the Tenant hereunder except as to the payment of any accrued rental or annual taxes which have not been paid.



10- Maintenance of Buildings: The Port agrees that it will maintain the existing roof and the existing outside walls of the building in such condition as will prevent leaks through the roof or existing side walls under ordinary rain and storm conditions, to the extent that it will repair same when evidence of leakage is apparent. It, however, shall be within the discretion of the Port to determine from time to time the extent of repair necessary and this provision is not to be construed as warranting the complete renewal of roofs or walls.

11- Destruction or Damage of Premises: If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenable it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.

12- Expiration or Termination of Lease - Condition of Leased Premises: Upon the expiration of the term of this lease or its earlier termination, under the terms hereof, the Tenant's obligation shall be to return the premises (and leased equipment) to the Port in the same condition that the premises were when received by the Tenant, ordinary wear and tear, and damage by fire or other unavoidable casualty excepted.

13- Improvements on Leased Premises: Tenant shall have the right, without prior approval of the Port, to bring and install on the premises any and all equipment which it requires for the operation of its business and without

limitation of the foregoing, Tenant shall have the right to cut into the floor of the premises for purposes of anchoring or installing machine tools and other equipment, and shall have the right to install electrical conduits and switch gears connecting machinery to other installations. All of said property so brought on and installed shall be and shall remain the property of the Tenant who may remove the same upon the termination of this lease or at any other time, provided only that upon such removal the Tenant shall restore the premises to the same condition as at the time of the original installation, ordinary wear and tear and damage by fire or other unavoidable casualty excepted.

14- Liability on Leased Premises: The Tenant agrees to hold the Port (including its officers, agents, and employees) harmless from and against any and all liability, or claim of liability, which may be asserted against the Port on account of any injury or injuries (including death) occurring on the leased premises to any person or persons whomsoever, or any damage or loss occurring on the leased premises to property of any person or persons whomsoever (except property of the Port), howsoever caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.

15- Default - Insolvency: If Tenant fails to pay promptly when due the aforesaid rentals or fails to perform or comply with any of the provisions herein contained by it to be performed, and such default shall continue ten (10) days after the Port shall have made written demand for performance, or

in the event of any assignment of Tenant's property for the benefit of creditors, filing of bankruptcy petition, or appointment of a receiver for Tenant's property, then the Port may immediately or at any time thereafter while such default shall continue re-enter said leased premises or any part thereof and expel Tenant and those claiming by or under Tenant and remove its effects, forcibly if necessary, without being guilty of trespass and without prejudice to any remedy otherwise applicable for arrears of rent or breach of agreement and upon such re-entry this lease shall terminate.

16- Assignment Restricted - Subletting: The Tenant shall have no right to make any voluntary assignment of this lease, except when, in any specific instance, the Port has given consent, in writing, signed by the duly authorized officers of the Port, for such assignment to be given.

Subject to the Tenant's continued responsibility and no default, the Tenant may sublet space in the building and on the rented premises for uses not creating any unusual hazard or damaging to the premises or the Swan Island property, provided any such subleases are approved by the Port in advance.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their respective duly authorized officers this 11<sup>th</sup> day of

Jan. 1952.

FOUGHT & GRAY, INC.

By Walter Fought

By Otto Gray

THE PORT OF PORTLAND

By W. H. Williamson

President

Approved:

John L. Martin, Jr.  
General Manager for  
The Port of Portland

Attest:

J. P. Boyle  
Asst. Secretary



## AGREEMENT

THIS AGREEMENT entered into as of this 20th day of July, 1953, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter called the "Port" and JOSEPH M. FOUGHT, of Portland, Oregon, hereinafter called the "Tenant".

### WITNESSETH:

WHEREAS, the Port owns certain lands in Section 17, 20 and 21, T. 1 N., R. 1 E. of Willamette Meridian in the City of Portland, Oregon, which lands are generally, and herein, called "Swan Island" and the Tenant desires to rent a building in said Section 20, designated as Building No. 56, and having general dimensions of approximately 130' 6" x 302' 4", and the Port has offered to rent said building, now, therefore, in consideration of the mutual covenants and of the benefits accruing respectively to each of the parties, the Port and the Tenant agree as follows:

1. Lease of Premises & Equipment: The Port leases to the Tenant and the Tenant leases from the Port the underlying land and a structure known as Building No. 56, referred to in the preamble hereof and further shown upon a plat hereto attached, which plat is made a part of this agreement. The Tenant shall have the right to use, for ingress and egress and temporary parking, in common with the Port, a strip of land extending around said building for a width of 30' on the northeasterly and southwesterly sides of the building and for a width of 60' paralleling the ends of the building to the outer boundary of the 30' strips above mentioned.

2. Equipment Leased: This lease includes all of the equipment now installed in the building and indicated on the attached list entitled "Joint Condition Survey", which list is made a part of this agreement.

3. Use of Railroad Tracks: For the rentals herein stated the Tenant is granted, subject to the conditions hereinafter stated, the use of the railroad tracks within the leased premises and the tracks connecting with the 'lead track' by means

of which the leased premises are served by the rail carrier. Such connecting track is defined as that extending from the leased premises to the connection now existing with the track now serving Building No. 16, a distance of 1750 feet, more or less.

The Port reserves the right to change the location of such connecting track as suits its convenience, and at its own cost, at any future time, but in so doing shall not cause extra expense to the Tenant on account of track changes. The use of railroad tracks is also subject to the provisions of paragraph 7 of this agreement.

4. Term of Lease: This lease shall be effective beginning August 1, 1953 and shall continue for a term ending June 30, 1958, except that the Tenant may terminate this lease as of June 30th of any year previous to 1958 by giving notice of its election to so terminate the lease not less than 60 days prior to the date of such elective termination, but in such event the Tenant shall be liable for and shall pay in full the property taxes for the full tax year current at the date of termination and which are then a lien upon the premises. It is agreed that at the date of this agreement real property taxes become a lien on July 1st each year.

5. Rental, Taxes and Other Charges: The Tenant shall pay to the Port rentals and charges for the land, building equipment and facilities above specified as follows:

For Building No. 56, a rental of One Thousand and no/100 Dollars (\$1,000.00) per month.

For water supplied and/or available, a flat rate per month, or, at the option of the Port, a charge based upon meter readings at rates applicable upon Swan Island.

Rentals shall be paid monthly in advance and water charges as billed.



The Tenant shall, in addition to said rentals, pay all property taxes which are levied and become a lien upon the leased premises, and/or the equipment hereby leased, during the term hereof. In paying said taxes the Tenant may elect to make payment of the total amount of the annual taxes direct to the Tax Collector for Multnomah County and gain the benefit of any discount that may be available by paying the full amount before the first delinquent date, or may pay to the Port the gross amount of taxes in installments of 1/12th of said taxes per month provided, further, that the Tenant shall notify the Port of Tenant's election as to method of payment 30 days in advance in respect to each tax year. At the date of this agreement the tax year begins on July 1st.

It is further provided that, as the date of beginning of this lease is subsequent to July 1, 1953, and the leased premises will not be listed on the current tax roll, the Port will present to the Tenant a calculation showing what the taxes would be for the current fiscal year based on the known assessor's valuation as of the previous year and the Tenant will pay to the Port, coincidental with rental payments, 1/12 of such estimated tax <sup>per</sup> /monthly <sup>payment</sup> during the year ending June 30, 1954.

6. Utility Services: The Tenant shall procure, at Tenant's own expense and risk, electric utility service as may be required by or be available to the Tenant upon the premises and the Port makes no representations or guarantees to the Tenant respecting the availability of such services.

As of the beginning date of this lease the Port is purchasing potable water from the City of Portland through a metered connection to a City main and the Tenant, as well as all tenants upon Swan Island, is being supplied with water by means of connections to an existing distribution system. The Port will continue to maintain the existing distribution system and distribute city water and will bill the Tenant therefor upon a fixed monthly charge, based upon indications of use, or the Port may, at its discretion, install meters to determine the water consumption,